



**Planned Maintenance
Service Agreement**



Crown Equipment Corporation d/b/a Crown Lift Trucks ("Crown") and Santa Rosa City Schools
having a place of business at 211 Rigeway Ave Santa Rosa CA 95401 ("User"), in consideration
of the mutual promises contained herein and for other valuable consideration, agree as follows:

1. **TERM** Work as specified in Section 3 will commence on 1/1/2025
and be performed at the interval(s) detailed in Exhibit A for a period of one (1) year. This agreement will automatically renew each year for an
additional term at the then current published rate, unless terminated prior to thirty (30) days of the expiration of the term.

2. **EQUIPMENT AND PRICE** User agrees to pay the price per piece of equipment listed in Exhibit A, attached and incorporated by reference, for
each Planned Maintenance Service performed by Crown. The price listed in Exhibit A will cover the labor for the Planned Maintenance Services
listed in Section 3. All other Planned Maintenance parts and supplies will be charged at current pricing.

3. **CROWN'S RESPONSIBILITIES** Crown shall perform the inspections, lubrications, and adjustments as set forth on the model specific Planned
Maintenance Inspection Report, of which User acknowledges receiving. Crown will use the Planned Maintenance Inspection Report that is most
similar to the Crown model for all non-Crown equip- ment. Crown shall use the Planned Maintenance Inspection Report forms designed by Crown
for batteries, scissor lifts, docks, doors, and dock restraints. Crown shall inform User of any part of the unit that requires additional work.
Authorized repairs will be made at the current hourly rate, plus the price of any additional parts, travel and expenses involved. All Planned
Maintenance Services shall be performed during Crown's regular working hours of 7:00 AM – 4:00 PM Monday through Friday with the exception
of Holidays as Crown may observe.

4. **USER'S RESPONSIBILITIES** User shall make all equipment available for Planned Maintenance Services on the days and times as shall be
communicated by Crown. User shall pay additional charges if equipment is not made available for Planned Maintenance Servicing upon arrival by
Crown's technician during normal working hours. User agrees to pay Crown within ten (10) days of receipt of invoice for services provided. User
shall not permit service to be performed on equipment covered by this agreement by anyone other than Crown or their duly authorized rep-
resentative. User shall authorize all safety related repairs and lock-out such equipment until repairs are completed.

5. **CANCELLATION** Crown may cancel this Agreement by written notice to User in the event that (i) User fails to make payment required by this
Agreement when due, or (ii) User defaults in the performance or observance of any other provision of this Agreement and such default continues
for a period of ten (10) days after the giving by Crown of notice thereof, or (iii) User becomes the subject of any state or federal insolvency,
bankruptcy, receivership or similar proceeding. Either party may cancel this Agreement without cause upon thirty (30) days written notice. Upon
any such cancellation, all amounts due or to become due to Crown under this agreement shall immediately become due and payable, and User
shall immediately pay all such sums and any other amounts to which Crown may be entitled by way of damages. In addition, User shall be
responsible for all expenses, including reasonable attorneys' fees, incurred by Crown as the result of User's breach of this Agreement. The
remedies specified herein shall be in addition to, and not in lieu of, any other rights or remedies available to Crown at law or in equity.

6. **ACCESSORIES AND ATTACHMENTS** This Agreement shall not be construed to include Planned Maintenance Service on Accessories or
Attachments other than Crown manufactured side shifters, unless otherwise listed in Exhibit A.

7. **TAXES** User shall be liable or shall pay or reimburse Crown for any taxes, fees, or assessments, however designated or levied, based upon the
invoices or upon this Agreement or the work performed hereunder, excluding only franchise taxes and taxes based upon the net income of
Crown. No listed prices shall include tax.

8. **LIABILITY** User agrees that Crown shall not be liable to User for any defect in any equipment nor any liability, claim, loss, damage or expense of
any kind arising out of or in any way related to User's possession, use or operation of the equipment except when same is caused by negligent
repair, maintenance, or service work performed by Crown, its agents or employees. **CROWN MAKES NO WARRANTY, EXPRESS OR IMPLIED,
WHETHER OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, WITH RESPECT TO ANY UNIT. In no event shall
Crown be liable for any SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES.**

9. **INSURANCE** User shall carry at its own expense comprehensive general liability insurance with a minimum limit of \$500,000 combined single limit (property damage and bodily injury). Crown agrees to carry at its own expense workers compensation and employers liability insurance. User shall furnish Crown with certificates of insurance giving evidence of the coverage required herein which certificates shall provide that cancellation of the insurance may be affected only after thirty (30) days prior notice has been given to Crown.

10. **INDEMNIFICATION** User shall defend and hold Crown harmless from and against any and all of the following whether actual or alleged, unless caused by Crown's negligence: all damages, claims, suits, proceedings, liens, penalties, liabilities and expenses (including attorneys' fees) arising out of or in manner related to User's possession, use or operation of the equipment and resulting from injury or death to any person or damage to the property occurring on or about User's premises.

11. **NOTICE** Any notice required or permitted to be given under this Agreement shall be in writing and shall be mailed registered or certified mail, return receipt requested, to the party for whom intended at its address as first set forth in this Agreement or at such other address as such party shall designate for the purpose of written notice to the other party, and shall be deemed to have been effectively given to the recipient party upon actual receipt.

12. **WAIVER** Except as otherwise expressly provided in this Agreement, no failure on the part of either party to exercise, and no delay in exercising, any right, privilege or power under this Agreement shall operate as a waiver or relinquishment thereof; nor shall any single or partial exercise by either party of any right, privilege or power under this Agreement preclude any other or further exercise thereof, or any breach of any provision of this Agreement shall not constitute or be construed as a waiver of any other breach of any provision of this Agreement.

13. **INTEGRATION** This instrument embodies the whole agreement of the parties relating to the subject matter of this Agreement and supersedes any and all prior written or oral negotiations, communications, and agreements by or on behalf of the parties. This Agreement may not be varied by any purchase order, acknowledgment, confirmation, invoice or shipping document issued by either party. Any modification of this Agreement must be in writing and signed by User and Crown to be binding.

14. **CHOICE OF LAW AND VENUE** This Agreement and all exhibits entered into pursuant to this Agreement shall be construed and enforced in accordance with the laws of the State of Ohio as applicable to agreements wholly performed therein, without regard to its conflict of law provisions. Any lawsuit or other action brought by either party pursuant to this Agreement shall be resolved by a court of competent jurisdiction in the State of Ohio, to whose jurisdiction User consents.

15. **SEVERABILITY** Should any provision of this Agreement be prohibited by applicable law or court decree, such provision shall be ineffective to the extent of such prohibition without in any way invalidating or affecting the remaining provisions of this Agreement. In such an event, all interpretations of the remaining provisions shall be given the meaning most similar to the intention of the parties when taken as a whole.

16. **INTEREST** Interest shall accrue on amounts past due and payable under this Agreement at the rate of eighteen (18) percent per annum, or at the then highest allowable interest rate per annum under the law of the state in which User's principal office is located, whichever is less.

"Crown"		"User"	
Printed:	Victor Camarena	Printed:	Kyle Spahn
Title:	Aftermarket Sales Rep	Title:	
Date:	12/18/2024	Date:	
	Agreement #:		

RENEWAL QUOTE



Page	1
Quote#	7860642
Issue Date	03/05/2025
Expiration Date	06/30/2025
Customer#	0472710
Customer	SANTA ROSA CITY SCHS

SANTA ROSA CITY SCHS
211 RIDGWAY AVE
SANTA ROSA CA 95401

Quote Summary	Payable in USD
Quote Total	\$12,337.17
Applicable taxes are NOT included Service Expiration Dates are displayed at each line item below	

Order Instructions:

Please email Purchase order, referencing Quote number, to FSSOrders@follettsoftware.com, fax to 800.365.5399 or mail Purchase Order to:

Follett Software, LLC.
1340 Ridgeview Drive
McHenry, IL 60050 USA

An invoice will be generated upon receipt of the Purchase Order. If you have any questions, contact Customer Service – 800.323.3397, Option 1 or email softwarecs@follettsoftware.com.

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
ABRAHAM LINCOLN ELEM SCH - 0472635				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
ALBERT F BIELLA ELEM SCH - 0472718				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
BROOK HILL SCH - 0472552				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
CESAR CHAVEZ LANGUAGE ACAD - 0420473				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
ELSIE ALLEN HIGH SCH - 0412357				

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RENEWAL QUOTE



Page	2
Quote#	7860642
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Expiration Date	06/30/2025
Customer#	0472710
Customer	SANTA ROSA CITY SCHS

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
HELEN LEHMAN ELEM SCH - 0472620				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
HERBERT SLATER MDL SCH - 0406079				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
HIDDEN VLY SCH - 0472625				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
HILLIARD COMSTOCK MDL SCH - 0406080				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
JAMES MONROE ELEM SCH - 0406082				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
LEWIS EARLY LRNG ACAD - 0422974				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
Site Total				\$248.16
LUTHER BURBANK ELEM SCH - 0406078				
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49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85

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RENEWAL QUOTE



Page	3
Quote#	7860642
Issue Date	03/05/2025
Expiration Date	06/30/2025
Customer#	0472710
Customer	SANTA ROSA CITY SCHS

Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
MARIA CARRILLO HIGH SCH - 0412758				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
MONTGOMERY HIGH SCH - 0472675				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
PINER HIGH SCH - 0406083				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
PROCTOR TERRACE SCH - 0406084				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
RINCON VLY MDL SCH - 0406086				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
SANTA ROSA CHRTR SCH-ARTS/K-8 - 0410558				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
Site Total				\$563.85
SANTA ROSA CITY SCHS - 0472710				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
Site Total				\$248.16
SANTA ROSA FRENCH-AM CHARTER SCH - 0472592				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12

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RENEWAL QUOTE



Page	4
Quote#	7860642
Issue Date	03/05/2025
Expiration Date	06/30/2025
Customer#	0472710
Customer	SANTA ROSA CITY SCHS

Quote Details

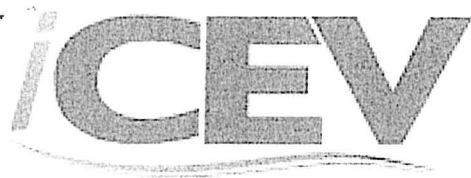
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
SANTA ROSA HIGH SCH - 0406087				Site Total \$563.85
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
SANTA ROSA MDL SCH - 0406088				Site Total \$563.85
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
STEELE LANE ELEM SCH - 0472765				Site Total \$563.85
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$273.57
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	3	03/31/2025	06/30/2025	\$248.16
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	3	03/31/2025	06/30/2025	\$42.12
				Site Total \$563.85

End of Quote

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Quote: Q-59054
 Today's Date: 1/28/2025
 Start Date: 3/1/2025
 End Date: 8/31/2025

CEV Multimedia, LLC
 1020 SE Loop 289
 Lubbock, TX 79404
 Phone 800/922-9965 * 806/745-8820
 Fax 800/243-6398
 E-Mail customersupport@icevonline.com

RECEIVED

FEB 03 2025

Career Technical Education and
 College and Career Readiness

BILL TO

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

SHIP TO

Santa Rosa City Schools
 Cara Parlato
 cparlato@srcs.k12.ca.us

Purchase Order No.	Customer ID	Salesperson ID	Territory ID	Payment Terms
Pending			iCEV-CTE	Net 30


Qty	Item #	Description	Term	Ext. Price
25	TK-000025-1	CA - Turnkey Package 1 Subject 1 Teachers	6	\$750.00
		CA - Agriculture		
			TOTAL:	\$750.00

iCEVonline.com CANCELLATION & REFUND POLICY

No charge for cancellation within 30 days of receipt of purchase order.

No cancellation or refund after 30 days of receipt of purchase order.

Quote valid for 90 days


 Lisa August (Mar 8, 2025 12:39 PST)



**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 LANDPATHS, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-3010-0-1157-1000-5800-118-5197

Funding Category: Base Supplemental Concentration
 Restricted: _____ X Other: 5100 Title I funds _____

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 144 students

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

Departmental Approval:** _____ Date: 2/28/2025
 ** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michael J. Reimer, Ed.D., Ed. Services **Phone #:** (707) 899-6112
 Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 05/01/2025 **Proposed Contract End Date:** 8/30/2025

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____
 Fiscal Services Authorizer **LAST REVISED ON 4-17-23**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Both organizations will work to promote summer offering and provide outreach strategies for student and family participation. Emphasis will be on prioritizing access and equity for the district's most underserved populations.
- As a part of this agreement, both organizations agree to share applicant information with one another. The DISTRICT AND CONTRACTOR agree to the following data privacy provisions:
 - The DISTRICT AND CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2025 program together;
 - The DISTRICT AND CONTRACTOR agree to not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
 - The DISTRICT AND CONTRACTOR will contact one another (Michael Reimer; mreimer@srcs.k12.ca.us or Rebecca Carrillo Steinrueck; rebecca@landpaths.org) immediately upon learning of any possible data breach.
- The DISTRICT will pay for transportation services for summer programming.

(b) CONTRACTOR's Responsibilities and Duties:

The CONTRACTOR will provide the following for the LandPaths program:

- Develop and maintain application platform and share link with SRCS Expanded Learning Department (for inclusion in broader summer 2025 application offerings for families). Both organizations will work to promote summer offering and provide outreach strategies for student and family participation. Emphasis will be on prioritizing access and equity for the district's most underserved populations.
- Adhere to all the data privacy provisions, as listed in section above.
- Provide organization and administration of an outdoor experiential enrichment program for 144 students for a total of 4 weeks in Summer, 2025.
- Provide teachers and support staff for the program.
- In conjunction with SRCS staff, assist in the promotion and enrollment of students.
- CONTRACTOR will arrange transportation with West County Transportation team.

Assessment & Impact Data

SRCS will conduct a participant feedback survey.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on May 1st, 2025, and will continue through August 30th, 2025, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Sixty four thousand eight hundred Dollars (\$ 64,800). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Upon receipt of invoice.

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

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

- Serve 144 students & their families with outdoor education themed summer enrichment programming for 4 weeks.
- LandPaths to also share their participant feedback and analysis with SRCS.

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

	Board Strategic Priorities
X	Priority 1- Life Ready Learners
X	Priority 2- Whole Person Focus
X	Priority 3- High Quality Staff
X	Priority 4- Teaching and Learning Environment and Resources
X	Priority 5- Equity and Excellence
X	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

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

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

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

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

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

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

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

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

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

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

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

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

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment

executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: LandPaths

Street: 618 4th Street Suite 217

City/State/Zip: Santa Rosa, CA 95404

Phone: 707-544-7284

Email: rebecca@landpaths.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 _____, 2025__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

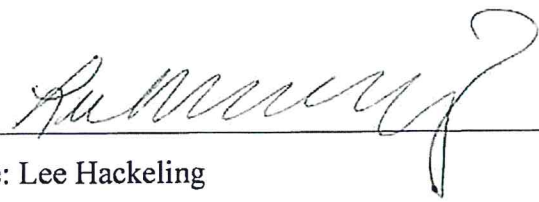
Signature: _____

Lisa August

Associate Superintendent

shoyos@srcs.k12.ca.us

707-890-3800 x80201

Signature:  _____

Print Name: Lee Hackeling

Title: Executive Director of Operations

Email: lee@landpaths.org

Phone: 707-544-7284



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 Luther Burbank Center for the Arts, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

Independent Contractor/Business/Organization* Professional Services** X 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: 12-2600-0-1157-1000-5800/5100-118-ELOP (\$35,000)
01-3010-0-1157-1000-5800/5100-248-5197 (\$23,000)

Funding Category: Base Supplemental Concentration
Restricted: Other: X ELOP & Title 1 funds

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

Contract is: New X Renewal Addendum Amendment

Number of Individuals Served: 240 students

Approved at Site by*: Date:

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: Date: 2/25/2025

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michael J. Reimer, Ed.D., Ed. Services Phone #: (707) 899-6112
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 05/01/2025 Proposed Contract End Date: 7/31/2025

Requisition #:

BUSINESS SERVICES USE ONLY

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

Verified by: Date:

Fiscal Services Authorizer

LAST REVISED ON 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Both organizations will work to promote summer offering and provide outreach strategies for student and family participation. Emphasis will be on prioritizing access and equity for the district's most underserved populations.
- As a part of this agreement, both organizations agree to share applicant information with one another. The DISTRICT AND CONTRACTOR agree to the following data privacy provisions:
 - The DISTRICT AND CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2025 program together;
 - The DISTRICT AND CONTRACTOR agree to not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
 - The DISTRICT AND CONTRACTOR will contact one another (Michael Reimer; mreimer@srcs.k12.ca.us or Ashleigh Worley; aworley@lutherburbankcenter.org) immediately upon learning of any possible data breach.
- The DISTRICT will provide a host site for the summer programming, and provide meals (breakfast, snack and lunch for all participating students).

(b) CONTRACTOR's Responsibilities and Duties:

The CONTRACTOR will provide the following for the Luther Burbank Center for the Arts program:

- Develop and maintain application platform and share link with SRCS Expanded Learning Department (for inclusion in broader summer 2025 application offerings for families). Both organizations will work to promote summer offering and provide outreach strategies for student and family participation. Emphasis will be on prioritizing access and equity for the district's most underserved populations.
- Adhere to all the data privacy provisions, as listed in section above.
- Provide organization and administration of a summer arts camp for 240 students for 4 weeks of programming in July, 2025.
- Provide teachers and support staff for the program.
- In conjunction with SRCS staff, assist in the promotion and enrollment of students. SRCS student target set at 192 of 240 students (80%).

Assessment & Impact Data

The Luther Burbank Center for the Arts will offer a culminating community showcase event on the final day of programming. SRCS will also conduct a participant feedback survey. LBC to share their version/feedback data (pre-post design) with SRCS.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on May 1st, 2025, and will continue through July 31st, 2025, 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 Fifty Eight Thousand Dollars (\$ 58,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Not applicable.

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

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

- Serve 240 K-12 grade students & their families with arts themed summer enrichment programming for 4 weeks.
- Culminating performance/celebration at the Luther Burbank Center for the Arts, showcasing students' work and skills.

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

	Board Strategic Priorities
X	Priority 1- Life Ready Learners
X	Priority 2- Whole Person Focus
X	Priority 3- High Quality Staff
X	Priority 4- Teaching and Learning Environment and Resources
X	Priority 5- Equity and Excellence
X	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

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

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

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Material Breach: If CONTRACTOR, for any reason, fails to maintain insurance coverage, which is required pursuant to this CONTRACT; the same shall be deemed a material breach of

contract. DISTRICT, at its sole option, may terminate this CONTRACT and obtain damages from the CONTRACTOR resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONTRACTOR, County may deduct from sums due to CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Luther Burbank Center for the Arts - Ashleigh Worley

Street: 50 Mark West Springs Rd

City/State/Zip: Santa Rosa, CA, 95403

Phone: (415) 747-7982

Email: aworley@lutherburbankcenter.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 _____, 2025__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa August

Print Name: Ashleigh Worley

Associate Superintendent

Title: Director of Education & Community Engagement

shoyos@srcs.k12.ca.us

Email: aworley@lutherburbankcenter.org

707-890-3800 x80201

Phone: (415) 747-7982



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 SANTA ROSA METRO CHAMBER/MIKE HAUSER ACADEMY, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

Funding Category: Base Supplemental Concentration
 Restricted: _____ Other: N/A

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Up to 100 students

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

Departmental Approval**: _____ Date: 2/28/2025
** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michael J. Reimer, Ed.D., Ed. Services Phone #: (707) 899-6112
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 05/01/2025 Proposed Contract End Date: 7/31/2025

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____
Fiscal Services Authorizer LAST REVISED ON 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district's most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and share applicant information with the CONTRACTOR. The CONTRACTOR agrees to the following data privacy provisions:
 - The CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2025 program together with SRCS only (with the exception of any required grant reporting summarized data);
 - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
 - The CONTRACTOR will destroy and delete all shared applicant data at the end of summer programming (including hard and any electronic copies). The exceptions being to conduct longitudinal research on the impact with students/families, and to offer additional supports and enrichment opportunities connected to the Mike Hauser program.
 - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; mreimer@srcs.k12.ca.us) immediately upon learning of any possible data breach.
- SRCS will hire and identify teachers and staff members.
- Provide summarized demographic data regarding number of students who qualify for free or reduced lunch, student race/ethnicity and student English Learner status.
- Provide additional student data regarding STEM class enrollment
- SRCS teachers and staff members will attend professional development sessions and prepare and deliver lessons for students, as determined by the district's Expanded Learning Opportunities Program Department.

(b) CONTRACTOR's Responsibilities and Duties:

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

- Develop outreach strategies for student and family participation, working to prioritize access and equity for the district's most underserved populations.
- Provide an orientation meeting to participating students and parents/guardians on an evening in May, 2025.
- Provide materials for all students and staff.
- Facilitate a one-day planning session for teachers.
- Identify a minimum of 8 partnering businesses. Students will participate in 3 weeks of day-long STEM related summer enrichment programming at local businesses.
- Provide transportation to and from school sites and partnering business locations.
- Organize a graduation ceremony on the final day of programming, to include speakers, certificates, food, invitations and other graduation ceremony items.
- Businesses or Metro Chamber to provide lunches.

Assessment & Impact Data

The SR Metro Chamber will provide a pre & post interest comparison survey. SRCS will track students to determine number of students enrolled in STEM classes in high school, number of students pursuing college

or a career in a STEM field pathway, and graduation rate including a-g completion rate as well as demographic data to the Metro Chamber. SRCS will also conduct a participant feedback survey.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on May 1st, 2025, and will continue through July 31st, 2025, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed zero Dollars (\$ 0.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Not applicable.

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

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

- Serve 100 9th grade students & their families with STEM related, workforce embedded, summer enrichment experiences.
- Increases in the student pre/post STEM interest survey.
- Increases in number of students enrolled in STEM classes in high schools.
- Summarized number of students pursuing College & Career in a STEM field pathway
- Summarized student attendance
- Summarized grades
- Summarized graduation rate and a-g completion

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

	Board Strategic Priorities
X	Priority 1- Life Ready Learners
X	Priority 2- Whole Person Focus
X	Priority 3- High Quality Staff
X	Priority 4- Teaching and Learning Environment and Resources
X	Priority 5- Equity and Excellence
X	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

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

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

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

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
707-890-3800
mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Santa Rosa Metro Chamber
Street: 50 Old Courthouse Square, Suite 110
City/State/Zip: Santa Rosa, CA, 95404
Phone: 707-545-1414
Email: anandas@santarosametrochamber.com

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

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such

unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 2025__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Ananda Sweet

Lisa August

Print Name: Ananda Sweet

Associate Superintendent

Title: President & CEO

shoyos@srcs.k12.ca.us

Email: anandas@santarosametrochamber.com

707-890-3800 x80201

Phone: 707-545-1414



**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 __Springboard Collaborative__, hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 12-2600-0-1157-1000-5800/5100-118-ELOP

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: ___250 students_____

Approved at Site by*: _____ Date: _____

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

Departmental Approval:** _____ Date: _____

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

Contract Created by: ___Michael J. Reimer, Ed.D., Ed. Services_____ **Phone #:** ___(707) 899-6112_____

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: ___4/1/2025_____ **Proposed Contract End Date:** ___7/31/2025_____

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____

Fiscal Services Authorizer

LAST REVISED ON 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district's most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and share applicant information with the CONTRACTOR. The CONTRACTOR agrees to the following data privacy provisions:
 - The CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2025 program together with SRCS only;
 - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
 - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; mreimer@srcs.k12.ca.us) immediately upon learning of any possible data breach.
 - The CONTRACTOR will destroy and delete all shared applicant data at the end of summer programming (including hard and any electronic copies).
- SRCS will hire and identify teachers (approximate 20:1 teacher to student ratio) and staff members. Teachers will take and record daily assessments and reading assessment data as part of their work.
- SRCS teachers and staff members will attend professional development sessions, lead family engagement activities, and prepare and deliver lessons for students, as determined by the district's Expanded Learning Opportunities Program Department.

(b) CONTRACTOR's Responsibilities and Duties:

- CONTRACTOR to provide a comprehensive literacy program ("CONTRACTOR Program" and sometimes just "Program") to be offered to those certain schools identified in this Agreement. The Program is CONTRACTOR's proprietary program combining targeted reading instruction, Family Workshops, Teacher coaching and incentives to achieve data driven literacy growth in Students. The CONTRACTOR Program shall include personalized instruction, workshop trainings for parents and professional development for teachers.
- Curriculum. CONTRACTOR will provide SRSC Teachers, Students and Families with educational content and "Program Materials" comprised of reading readiness and phonics lessons, Teacher scripts and slides, printable Teacher and Student Resources, and Family Workshop slides with facilitator notes, all delivered in digital format.
 - Curriculum includes CONTRACTOR provided lessons, presentations, and learning guides designed to promote literacy growth. Curriculum also includes Pre-K through 4th grade shared reading and read-aloud lessons designed to promote reading fluency, comprehension and engagement.
 - CONTRACTOR shall provide Staff with training on Program implementation, including Curriculum navigation and use, and CONTRACTOR best practices to promote Student literacy. Using the CONTRACTOR's Family-Educator Learning Accelerator (FELA) framework, Session Staff are provided weekly opportunities for training, coaching and ongoing support through synchronous virtual sessions. In addition, Session Staff are also afforded access to A-synchronous training courses and materials available through an online Learning Management System (LMS).
 - The Program includes access to Program Materials designed to enhance the Student participation experience, thereby promoting literacy growth, and is included, but not limited to,

lesson guides, materials supporting topics covered during weekly parent and teacher workshops, professional development materials.

- Students and Families are provided on-demand access for the duration of the Program Session to Raz-Plus, a digital library comprising a catalog of age and reading level-appropriate books. The catalog contains both English and Spanish language reading options.
 - CONTRACTOR identified age and reading level appropriate reward books are provided to SRSC for distribution to Students in celebration of Student achievement. There is a 7 book per Student limit on CONTRACTOR provided reward books.
 - Family Workshops. In order to promote long-term family engagement in promoting lasting literacy gains achieved during the Program Session, conduct interactive training sessions led by Teachers to train Families about effective strategies for reading with their Student.
 - Connect Family App. Provide Families with access through a web-based application tool that provides reading tips and logs.
 - Connect Educator App. Provide Session Staff with access through a web-based application tool that provides access to Student and Family attendance logs, a tool to create student goals, goal tracking, customizable student action plans, student milestones, goal achievement, and award letters. In addition, the Connect Educator App tracks and analyzes all Program data input into it throughout the Program session, including but not limited to Family and Student demographic information, Student assessment reading scores, Student reading goals, Student reading progress, Student and Family attendance, daily Family engagement, and Teacher observations.
 - Program Resource Site. Provide access to Session Staff to the Program Resource Site. The Program Resource Site provides access to the Curriculum, Program Materials, and CONTRACTOR sponsored Family partnership activities and celebration activities to recognize Student success.
 - Learning Management System. Provide access to Session Staff to an online Learning Management System (“LMS”). The LMS provides access to professional development materials and program related training.
 - Site Level Impact Report. At the conclusion of the Program Session, CONTRACTOR will provide SRSC with a Site Level Impact Report which will detail Session accomplishments, including registrations, attendance by Students and Families, Program Incentives earned, and learning growth goals met. CONTRACTOR will host a virtual meeting with SRSC to review the Site Level Impact Report, discuss Program successes, and receive feedback from SRSC on the Program Session. During the meeting, the Parties will collaborate on an action plan for maintaining Student growth and implementing additional Program Sessions at a future date. In the event SRSC elects to use a non-DIBELS assessment, a report template other than the report template provided by CONTRACTOR and/or requests data to be included in the Impact Report that is not included in the CONTRACTOR standard Impact Report, SRSC will need to negotiate with CONTRACTOR to deliver a non-standard Impact Report for an additional fee.
 - CONTRACTOR shall provide all necessary labor, materials, equipment, supplies, and other items required to complete the services outlined in this CONTRACT, except for the materials and equipment listed in Section 3 Compensation, which SRSC has agreed to purchase directly from the CONTRACTOR. These materials and equipment, including Read Aloud Libraries, Staff T-Shirts, Teacher T-Shirts, Reminder Wristbands, Student T-Shirts, Tier 2 Incentives (Digital Tango Gift Cards), and Physical Tango Gift Cards, totaling \$16,360, are included in the contract price of \$71,460. 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
2. Term. CONTRACTOR shall commence providing services under this CONTRACT on April 1st, 2025, and will continue through July 31st, 2025, 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 Seventy Six Thousand Four Hundred Sixty Dollars (\$ 76,460). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Terms & Conditions of Compensation:

Invoicing: Except as otherwise provided herein, Springboard will send Program Provider an invoice for each payment designating the payment due date as Net 30 days. Program Provider shall pay Springboard in three installments as follows:

Invoicing Schedule: There will be two (2) invoices issued each Session.

Invoice 1: shall be issued approximately 45 days prior to the commencement date of the immediate upcoming Session and shall be for fifty (50%) percent of the total estimated contract value set forth on the Fee Schedule, excluding pass-through costs any other exceptional costs for which CONTRACTOR is entitled to receive reimbursement.

Invoice 2: shall be issued approximately four (4) weeks following the conclusion of the Session, and after CONTRACTOR’s completion of the Session account audit to determine the actual contract value, taking into consideration any Enrollment Overages, additional Sites, previously received payments, unpaid balances from previous invoices, enrollment adjustments (if any), and including reimbursable pass-through costs, and any other exceptional costs for which CONTRACTOR is entitled to receive reimbursement. (“Account Audit”).

SRSC shall remit payment to CONTRACTOR for invoices within thirty (30) days of invoice delivery. The Parties may establish alternative payment arrangements by mutual agreement. For avoidance of doubt, Invoice 2 will include pass-through costs paid by CONTRACTOR for which it is owed reimbursement, and any other exceptional costs for which CONTRACTOR is entitled to receive reimbursement. In no event shall failure by CONTRACTOR to timely invoice SRSC, in part or in full, constitute an abrogation of SRSC’s obligation to make payment to CONTRACTOR upon receipt of an invoice.

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

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

- Serve 250 students & their families with early literacy and family engagement programming.
- 60% of students will meet their reading goals for the summer.
- 65% of students will exceed their reading goals for the summer.
- 75% of families will attend at least one family workshop.

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

	Board Strategic Priorities
X	Priority 1- Life Ready Learners
X	Priority 2- Whole Person Focus
X	Priority 3- High Quality Staff
X	Priority 4- Teaching and Learning Environment and Resources
X	Priority 5- Equity and Excellence
X	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

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. Work Product Access and Use: CONTRACTOR shall provide DISTRICT with accurate, reproducible copies of any work product gathered or computed in connection with this CONTRACT. Such provision of work product does not transfer ownership rights to DISTRICT, but ensures access for DISTRICT's use as necessary for the purposes outlined in 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: _____

Street: _____

City/State/Zip: _____

707-890-3800

Phone: _____

kcook@srcs.k12.ca.us

Email: _____

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 2025__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa August _____

Print Name: _____

Associate Superintendent

Title: _____

ysantanaperalta@srcs.k12.ca.us

Email: _____

707-890-3800 x80201 _____

Phone: _____



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 _Sonoma State University School of Extended Education_, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 12-2600-0-1157-1000-5800/5100-118-ELOP

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: ___200 students (100 students x 2 weeks)_____

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 3/12/25

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: _Michael J. Reimer, Ed.D., Ed. Services_____ Phone #: _(707) 899-6112_____
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 05/01/2025 Proposed Contract End Date: 7/31/2025

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____

Fiscal Services Authorizer

LAST REVISED ON 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district's most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and share applicant information with the CONTRACTOR. The CONTRACTOR agrees to the following data privacy provisions:
 - The CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2025 program together with SRCS only;
 - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
 - The CONTRACTOR will destroy and delete all shared applicant data at the end of summer programming (including hard and any electronic copies).
 - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; mreimer@srcs.k12.ca.us) immediately upon learning of any possible data breach.
- Provide 1 SRCS on site staff for the 2-week program (6/16-6/27 (excluding 6/19) from 8:30-3:15)
- Provide a school site to host program - tentatively located at HCMS.
- Provide meals (breakfast, snack, lunch) for students during the program.

(b) CONTRACTOR's Responsibilities and Duties:

The CONTRACTOR will provide the following for the EXCEL for Youth and Sonoma State University School of Extended and International Education will provide and pay for the following:

- Provide organization and administration of a summer enrichment camp for 2 weeks of programming for a total of up to 200 students (2 weeks x 100 students per week = 200).
- Provide teachers and support staff for the program.
- Class materials and supplies
- Provide policies and forms to SRCS District for registration and coordination purposes

Assessment & Impact Data

SRCS will conduct a participant feedback survey.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on May 1st, 2025, and will continue through July 31st, 2025, 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 Twelve Thousand Dollars (\$ 112,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Upon receipt of invoice.

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

- Serve 200 incoming grades 4-9 students & their families with summer enrichment programming for 2 weeks.

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

	Board Strategic Priorities
X	Priority 1- Life Ready Learners
X	Priority 2- Whole Person Focus
X	Priority 3- High Quality Staff
X	Priority 4- Teaching and Learning Environment and Resources
X	Priority 5- Equity and Excellence
X	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

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

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

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

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax

returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Sonoma State University

1801 E. Cotati Ave

Rohnert Park, CA 94928

707-664-3239

Trudee.herman@sonoma.edu

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 2025_.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Lisa August

Associate Superintendent

shoyos@sres.k12.ca.us

707-890-3800 x80201

Signature: _____

Print Name: Trudee Herman

Title: Contract Specialist

Email: Trudee.herman@sonoma.edu

Phone: 707-664-3239



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 __ Santa Rosa City Recreation & Parks Department __, 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: 12-2600-0-1157-100-5800/5100-118-ELOP

Funding Category: Base Supplemental Concentration
 Restricted: _____ X Other: ELOP funds

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

Contract is: New X Renewal Addendum Amendment

Number of Individuals Served: 450 students

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

Departmental Approval**: _____ Date: 2/25/2025
** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michael J. Reimer, Ed.D., Ed. Services Phone #: (707) 899-6112
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 05/01/2025 Proposed Contract End Date: 7/31/2025

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____
Fiscal Services Authorizer

LAST REVISED ON 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Both organizations will work to promote summer offering and provide outreach strategies for student and family participation. Emphasis will be on prioritizing access and equity for the district's most underserved populations.
- As a part of this agreement, both organizations agree to share applicant information with one another. The DISTRICT AND CONTRACTOR agree to the following data privacy provisions:
 - The DISTRICT AND CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2025 program together;
 - The DISTRICT AND CONTRACTOR agree to not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
 - The DISTRICT AND CONTRACTOR will contact one another (Michael Reimer; mreimer@srcs.k12.ca.us or Joanna Moore; jmoore@srcity.org) immediately upon learning of any possible data breach.
- The DISTRICT will provide host sites for the summer programming, and provide meals (breakfast, snack and lunch for all participating students).

(b) CONTRACTOR's Responsibilities and Duties:

The CONTRACTOR will provide the following for the summer programming:

- Develop and maintain application platform and share link with SRCS Expanded Learning Department (for inclusion in broader summer 2025 application offerings for families). Both organizations will work to promote summer offering and provide outreach strategies for student and family participation. Emphasis will be on prioritizing access and equity for the district's most underserved populations.
- Adhere to all the data privacy provisions, as listed in section above.
- Provide organization and administration of a summer enrichment camp for a total of 450 students.
- Programming will include enrichment activities from 12:00-5:30 pm at Piner HS from June 16-July 8 (excluding 6/19 & 7/4) for ~150 students, and offerings at 2 locations (Albert Biella Elementary School & Herbert Slater Middle School) for the Recreation Sensation full day program (8:30-4:00) for ~300 students (125 students at HSMS and 175 students at ABES) from June 16-July 24th, 2025. (excluding 6/19 & 7/4). All programs run Monday through Friday for dates listed (except for noted holidays).
- Provide teachers and support staff for the program.

Assessment & Impact Data

SRCS will conduct a participant feedback survey to gauge participation and enjoyment of offering.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on May 1st, 2025, and will continue through July 31st, 2025, 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 Fifty Six Thousand One Hundred Seventy Dollars (\$ 56,170). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Upon receipt of invoice.

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

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

- Serve 450 K-8 students & their families with summer enrichment and sports programming, as detailed above.
- SRCS will conduct a participant feedback survey to gauge participation and enjoyment of offering.

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

	Board Strategic Priorities
X	Priority 1- Life Ready Learners
X	Priority 2- Whole Person Focus
X	Priority 3- High Quality Staff
X	Priority 4- Teaching and Learning Environment and Resources
X	Priority 5- Equity and Excellence
X	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

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. Mutual Indemnification: Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, administrative proceedings, regulatory proceedings, damages, causes of action, liability, costs or expenses to the extent arising from or in connection with, or caused by any negligent act or omission of such indemnifying party. 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 benefit acts.

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.

(a) 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints

for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
707-890-3800

CONTRACTOR:

Name: Joanna Moore
Street:415 Steele Lane
City/State/Zip: Santa Rosa California 95403
Phone: 707-543-4359

mmartin@srcs.k12.ca.us

Email: jmoore@srcity.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 _____, 2025 __.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa August

Print Name: Maraskeshia Smith

Associate Superintendent

Title: City Manager

shoyos@srcs.k12.ca.us

Email: msmith@srcity.org

707-890-3800 x80201

Phone: 707-543-3010



EMBRACE • ENGAGE • EMPOWER

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 NB BCTC-NB TIP (North Bay Trades Introduction Program), hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

Funding Category: Base Supplemental Concentration
 Restricted: _____ X Other: No Cost

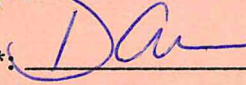
For Billing (if applicable): Bill to: _____ Billing frequency: _____

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Up to 15 11th and 12 Grade Students

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**:  Date: 3/4/25

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Debi Cardozo Phone #: 707-890-3800
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: March 27, 2025 Proposed Contract End Date: June 1, 2025
Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide the Construction Program classroom and shop space at Santa Rosa High School.
Run two Saturday sessions on May 3 and May 10 from 8:30AM - 3:30PM, taught by a SRCS construction teacher, who will work in partnership with CONTRACTOR on content delivery.
Provide an administrator to assist with running the program.
Develop and distribute camp registration packets and promotional flyers.

(b) CONTRACTOR's Responsibilities and Duties:

Provide an orientation meeting to participating students and parents/guardians.
Hire a TradeWomen's Inc. instructor to work in partnership with the SRCS teacher on content delivery.
Provide instructional materials, First Aid Certification, and a letter of recommendation to students that complete the camp.
Cover costs associated with SRCS custodial.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on March 27, 2025, and will continue through June 1, 2025, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed ZERO Dollars (\$0.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

No payment to CONTRACTOR.

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?):

Camp content would include a discussion of pathways in construction, construction apprenticeships, safety, teamwork, basic rights and responsibilities of construction workers, and taking students through a project's approval, design, resource coordination and ordering, construction and delivery process.

Key outcomes include increased awareness of career pathways for women in construction. Students will become familiar with basic hand tool use and earn First Aid Certification.

CONTRACTOR will provide:

- Pre and Post interest comparison survey.

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

	Board Strategic Priorities
X	Priority 1- Life Ready Learners
	Priority 2- Whole Person Focus
	Priority 3- High Quality Staff
	Priority 4- Teaching and Learning Environment and Resources
X	Priority 5- Equity and Excellence
X	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

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 the first page]**

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

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

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

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

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

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

CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such 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 are undertaken pursuant to this CONTRACT comply with these requirements.

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

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

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

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

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment

executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: NB BCTC-NB TIP (North Bay Trades Introduction Prog.)

Street: 3473 Santa Rosa Avenue

City/State/Zip: Santa Rosa, CA 95407

Phone: (707) 772-9811

Email: FrankCstr8@gmail.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS _____ DAY OF _____, 2025.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Lisa August

Associated Superintendent

ymoranvalencia@srcs.k12.ca.us

707-890-3800 x80201

Signature: *Francis J. Cuneo*
Francis J. Cuneo (Mar 4, 2025 13:57 PST)

Print Name: Francis J (Frank) Cuneo

Title: NB TIP Director

Email: FrankCstr8@gmail.com

Phone: 707-772-9811

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The NHFY Youth Development and Leadership Services Program aligns with the Cognitive Behavioral Intervention and Life Skills services area that engages youth within their communities, schools, organizations, peer groups, and families in a way that is supportive and asset driven. Services will provide youth with access to positive youth development services that recognize and enhance youth's strengths and promote positive outcomes for youth participation by providing opportunities, connecting positive relationships, and furnishing support needed to build on their leadership strengths.

District will partner with NHFY team to identify students in need of support of intervention services and connect students and families with community-based organizations. District will also serve as liaison with students and families to monitor ongoing impact of services.

(b) CONTRACTOR's Responsibilities and Duties:

New Hope for Youth will serve 20 high-risk male and female youth who are 12 to 18 years old attending the Santa Rosa City School District. This MOU will create a partnership with NHFY and SRCS for referral of youth and on-campus access by NHFY staff to provide these services.

NHFY will target (1) Youth exhibiting high-risk behaviors including substance abuse, school truancy, academic underperformance, and/or contact with the juvenile justice system; (2) youth committing intentional acts of violence; (3) Youth suspended due to fighting or alcohol/drug use.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on March 26, 2025 and will continue through June, 2026, 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 _____ Dollars (\$_____). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

There is no cost to the District. NHFY has funding through the City Of Santa Rosa to provide services to Santa Rosa City School students.

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?):

Success of this partnership will be measured through individual student academic, behavioral, and attendance metrics. Overall impact on culture and climate will be examined through the social emotional, climate and culture surveys including Panorama and Youth Truth.

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

Board Strategic Priorities	
<input checked="" type="checkbox"/>	Priority 1- Life Ready Learners
<input checked="" type="checkbox"/>	Priority 2- Whole Person Focus
<input type="checkbox"/>	Priority 3- High Quality Staff
<input type="checkbox"/>	Priority 4- Teaching and Learning Environment and Resources
<input checked="" type="checkbox"/>	Priority 5- Equity and Excellence
<input checked="" type="checkbox"/>	Priority 6- Family Engagement and Community Partnerships
<input type="checkbox"/>	Priority 7- Sustainable Funding

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

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

unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence,

\$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

kcook@srcs.k12.ca.us

CONTRACTOR:

Name: [New Hope For Youth]
Street: [818 Mendocino Ave]

City/State/Zip: [Santa Rosa,cal.

Phone: [408-854-9166]

Email: [prodriguez@newhopeforyouth.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 26 DAY OF March, 2026.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa August

Print Name: Phillip Rodriguez

Associate Superintendent

Title: _____CEO

ysantanaperalta@srcs.k12.ca.us

Email: __prodriguez@newhopeforyouth.org

707-890-3800 x80201

Phone: 408-854-9166

**AGREEMENT OF THE PARTICIPATING SCHOOL DISTRICTS IN SONOMA
COUNTY REGARDING INTERDISTRICT ATTENDANCE AGREEMENTS**

(Education Code Sections 46600 et seq.)

This Agreement is made and entered into by and between the undersigned school districts and shall be effective July 1, 2025. The parties agree as follows:

1. Education Code 46600(a) provides that “[t]he governing boards of two or more school districts may enter into an agreement for a term not to exceed five school years, for the interdistrict attendance of pupils who are residents of the districts.”
2. Education Code 46600(a) further provides that “[t]he agreement shall stipulate the terms and conditions under which interdistrict attendance shall be permitted or denied.”
3. The undersigned school districts seek to serve the students in their districts in an efficient and collaborative manner.
4. Subject to Education Code, the parties agree that the respective policies of the district of residence and district of attendance shall control approval, denial, and revocation of interdistrict attendance permits. The parties acknowledge that these board policies and administrative regulations may be amended during the duration of this Agreement.
5. Each of the undersigned school districts shall continue to exercise its full authority to accept and reject interdistrict transfer applications as permitted by law.
6. This Agreement shall govern all existing interdistrict transfer permits and any applications for interdistrict transfer permits submitted for the 2025-26 school year and thereafter.
7. This Agreement shall continue for a five-year term. Each year, the parties will review this Agreement for purposes of extending the term for an additional year.
8. In the event a school district has converted some of its school program to a charter school, this Agreement shall not apply to the charter school grade level(s). Such a school district must specify in their records whether a student is enrolling in the charter school program or the regular school program, and must secure interdistrict attendance permits for students enrolling in the regular school program.
9. Any of the undersigned school districts may terminate its obligations under this Agreement upon giving ninety (90) days prior written notice to the other parties to this Agreement.
10. This Agreement shall supersede all prior interdistrict attendance agreements between the parties.

Sonoma County School Districts
Interdistrict Attendance Agreement
2025-26 to 2029-30

<u>District</u>	<u>Board President</u>	<u>Signature</u>	<u>Date of Governing Board Approval</u>
Alexander Valley Union	_____	_____	_____
Bellevue Union	_____	_____	_____
Bennett Valley	_____	_____	_____
Union Cinnabar	_____	_____	_____
Cloverdale Unified	_____	_____	_____
Cotati-Rohnert Park Unified	_____	_____	_____
Dunham	_____	_____	_____
Forestville Union	_____	_____	_____
Fort Ross	_____	_____	_____
Geyserville Unified	_____	_____	_____
Gravenstein Union	_____	_____	_____
Guerneville	_____	_____	_____
Harmony Union	_____	_____	_____
Healdsburg Unified	_____	_____	_____
Horicon	_____	_____	_____
Kashia	_____	_____	_____
Kenwood	_____	_____	_____
Liberty	_____	_____	_____
Mark West Union	_____	_____	_____
Monte Rio Union	_____	_____	_____

Sonoma County School Districts
Interdistrict Attendance Agreement
2025-26 to 2029-30

Montgomery			
Oak Grove Union			
Old Adobe Union			
Petaluma City			
Petaluma Joint Union High			
Piner-Olivet Union			
Rincon Valley Union			
Roseland			
Santa Rosa City			
Santa Rosa City High			
Sebastopol Union			
Sonoma Valley Unified			
Twin Hills Union			
Two Rock Union			
Waugh			
West Side Union			
West Sonoma County Union High			
Wilmar Union			
Windsor Unified			
Wright			

Sonoma State University
College of Education Clinical Practice Agreement

EXHIBIT F Addendum

INTERN CREDENTIAL PROGRAM

RESPONSIBILITIES OF THE DISTRICT/AGENCY/AGENCY

The District/Agency shall:

1. The District/Agency shall allocate funding for the program fee of \$3,750 annually per intern/permitted candidate (prorated to \$1,875 per candidate for a single semester). This fee shall be divided into two components: (1) a payment, following receipt of the corresponding invoice, to Sonoma State University in the amount of \$2,250 (\$1,125 single semester) *per candidate* and (2) a stipend allocation for the mentor teacher in the amount of \$1,500 annually (or \$750 for a single semester of mentorship). The District/Agency agrees to remit these stipends to the designated mentor teachers by the end of December/May for single semester mentorships and by the end of May for full year mentorship. Failure to properly compensate the mentor teachers as stipulated may result in the University withholding support for Intern/permitting candidates at the District/Agency in subsequent school years.

Stellar XP, Inc.
Media Equipment Agreement

Stellar XP, Inc. ("**Stellar XP**") agrees to provide the media equipment described below ("Equipment") to Santa Rosa High School ("Client") according to the following terms and conditions:

General Information.

1. Equipment: (1) 17'x10' LED Screen, Batteries
2. Event Venue: Nevers Field - 1235 Mendocino Ave, Santa Rosa, CA 95401
3. Event Date/Hours(s): Friday, June 6, 2025 | Arrive on site at 10am | Event at 6pm | Load out 10pm
4. Client On-Site Agent/Cell Phone: Deby Marvel | Cell 626-375-8016
5. Charge: \$3,000 (\$4,000-\$1,000 Discount)
6. Client Email for Notices: Dmarvel@srcs.k12.ca.us

Basic Agreement. **Stellar XP** will deliver and set up the Equipment at the Event Venue on the Event Date and will supervise operation of the Equipment throughout the Event Hours. Client will have its On-Site Agent available at all times during the Event to assist and coordinate move-in and move out and to set-up and monitor and operate Client's source signal equipment which is being projected on the Equipment. Client agrees to pay the Charge, according to the terms below.

Deposit/Payment in Full.

1. **Deposit.** **A Deposit of \$1,000 is required upon execution of this Agreement by Client.** If Client cancels the Event and provides **Stellar XP** with at least 45 days' prior written notice, the Deposit will be returned in full. However, if cancellation occurs less than 45 days prior to the Event Date, the Deposit will be retained in full by **Stellar XP**. **Please send deposit to: P.O. Box 11066, Santa Rosa, CA 95406**

2. **Payment in Full.** **The remaining balance of \$2,000 will be due on the Event Date.** If Client cancels the Event within 21 days prior to the Event Date, the Total Charge will be deemed fully earned and retained by **Stellar XP**. Client understands that **Stellar XP** will likely not be able replace business within that time and will have refused business in order to reserve Client's Event Dates.

Indemnity. Client will procure and have in effect general liability insurance for the Event of not less than \$2 Million coverage and which covers **Stellar XP** for the provision of Equipment and related services as described in this Agreement. Client will provide a copy of such insurance certificate and will have **Stellar XP** named as an additional insured upon **Stellar XP's** request.

Dispute Resolution. Should any dispute arise as to the interpretation or enforcement of this Agreement, the parties agree as follows: 1) California law will govern; 2) Sonoma County, California will be the sole venue for the resolution of any dispute and Client agrees to the jurisdiction of Sonoma County courts; and, 3) the prevailing party will be awarded costs and attorney fees in addition to any other award or relief, including costs of enforcement or successful appeal.

Terms and Conditions. Client agrees to comply with the General Terms and Conditions attached to this Agreement.

Signatures. No contract will be formed, and no reserved date held, until: 1) a fully signed copy of this Agreement and the Deposit is received by **Stellar XP**; and, 2) an authorized agent of **Stellar XP** countersigns this Agreement and delivers it to Client. By signing below, each signatory represents and warrants that s/he is fully authorized to sign this Agreement and has all requisite approvals and authority to bind themselves and any entity each purports to represent regarding the subject matter of this Agreement. This Agreement may be signed by counterparts. Each party agrees to the use of verified electronic signature and such signatures will be deemed to be originals for all purposes.

Client

By: _____ Date: _____

[Print Name & Title]

Stellar XP, Inc

By:  _____ Date: 1/25/25

Jim McKee - President

Stellar XP, Inc.
Media Equipment Agreement



General Terms and Conditions

1. **Venue Access/Condition.** Client is responsible for providing full access to the Venue site, including crowd control, so that Stellar XP can park and set-up its Equipment without interference and similarly break-down and exit the Venue safely and without undue delay or interference. A clear, dry driveway will be provided, which can accommodate a vehicle and the Equipment in excess of 15,000 lbs. gross vehicle weight. Client will also provide any required entrance and parking passes.
2. **Power Supply.** The Equipment is equipped with a diesel generator and does not require outside utility services. The trailer does have the ability to connect to Shore Power from a power source provided by the client. The Shore Power must be a minimum of 50 Amps and 240 Volts and have the necessary cable connections to use with the equipment. Client is responsible for any damage to the Equipment caused by a fluctuation in power or improper wiring/power supply.
3. **Media Connection.** Refer to the **Stellar XP** Content Submission Guide to see what the Equipment can accommodate with regard to connection types. Client is responsible for ensuring that any device providing signal to the Equipment is properly equipped.
4. **Space/Fencing.** ~~N/A Client will provide fencing or barricades around the Equipment to prevent anyone from accessing a 25-foot perimeter around the Equipment ("Secure Perimeter").~~
5. **Security.** Client is responsible for providing adequate security and crowd control for the Event, specifically including keeping all unauthorized persons outside of the Secure Perimeter. Only **Stellar XP** representatives are allowed within the Secure Perimeter, with the exception of Client's On-Site Agent or AV person when accompanied by **Stellar XP** personnel for the sole purpose of connecting source signal devices to the Equipment.
6. **Permits/Approvals.** Client will obtain, at its cost, all permits, and licenses required to conduct the Event, including the use of the Equipment.
7. **Compliance with Laws.** Client will comply with all laws and ordinances while conducting the Event, including but not limited to sound/light requirements. Client further warrants that it will not transmit any signal that violates any law or ordinance to the Equipment.
8. **Content/Licensing.** Client will be fully authorized and licensed (including the payment of any performance, royalty, copyright or similar fee) to transmit all content from its device to the Equipment. Client will not suffer or permit the transmission of any obscene, pornographic material, or other material that is likely to incite or provoke violence or be regarded as discriminatory or inappropriate by the average person. **Stellar XP** will neither approve, edit nor monitor content transmitted to the Equipment. However, if casual observation or complaints indicate that any content violates these requirements, **Stellar XP** may terminate the transmission, without further recourse against **Stellar XP**.
9. **Insurance.** Client agrees to indemnify, and at **Stellar XP's** option defend, **Stellar XP** and its indemnitees, from and against any and all loss, damage, claims or costs (including attorney fees), relating to or arising from: 1) Client's breach of this Agreement; 2) Actual or alleged injury or claim to or against **Stellar XP** or its indemnitees caused in whole or part by Client or its agents, employees, Clients, invitees, guests or contractors; and, 3) any or damage, injury to the Equipment caused in whole or part by Client or its agents, employees, Clients, invitees, guests or contractors. For clarity, **Stellar XP** may choose to defend itself and or settle any claim or demand, and thereafter seek indemnity for all such costs. The duty to defend and indemnify will not extend to damages which are finally adjudicated to be the result of the gross negligence of **Stellar XP**, its agents, or employees.
10. **Notices.** Notices by email will be deemed effective as of the date and time acknowledged by the recipient. All other notices will be deemed effective on the business day after being received by overnight mail, certified mail, or other means of delivery which requires a signed receipt.
11. **Entire Agreement.** This Agreement embodies the full understanding between the Parties hereto. No party is relying upon any statement, representation or warranty unless specifically recited herein. Any amendment or modification of this Agreement will only be effective upon the written consent of all Parties hereto.

X

_____ Client Initials

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

UNIVERSITY	DISTRICT/AGENCY
BY (AUTHORIZED SIGNATURE) _____ DATE _____	BY (AUTHORIZED SIGNATURE) _____ DATE _____
 PRINTED NAME AND TITLE OF PERSON SIGNING Contract Analyst, Contracts and Procurement	 PRINTED NAME AND TITLE OF PERSON SIGNING
ADDRESS 1801 E. Cotati Avenue Rohnert Park, CA 94928	ADDRESS



Articulation Agreement

Academic Year: Fall 2024 - Spring 2026

1 Course Information	SRJC Course Number & Title:	School Course Title:
	(WELD 170) Beginning Welding: Fundamentals of Arc and Gas Welding	Manufacturing 1
		School Name: Santa Rosa High School
		School District: Santa Rosa City Schools
	SRJC Course Units: 2	School Course Credits: 10 per year (5 per semester)
	SRJC Course Prerequisites: N/A	School Course Prerequisites: N/A
SRJC Course Description: This course provides a general overview of the fundamentals of arc and oxy-acetylene welding, and oxy-acetylene flame cutting. Topics will include safety, shop practices and preparation for AWS (American Welding Society) welding certifications.		

2 Articulation Components	CONTENT: Topics and Scope of the Course	
	<ul style="list-style-type: none"> I. Shielded Metal Arc Equipment <ul style="list-style-type: none"> A. Arc welding safety per ANSI standard Z49.1 B. Electrical terms C. Welding machines D. Personal equipment E. Shop equipment F. Basic welding terms II. Oxy-Acetylene Equipment <ul style="list-style-type: none"> A. Oxy-acetylene safety per ANSI standard Z49.1 B. Oxy-acetylene chemistry C. Compressed gas cylinders D. Pressure regulators E. Hose, torches and tips F. Review of safety features and procedures in handling equipment III. Metallurgy <ul style="list-style-type: none"> A. Steel production B. Ferrous and non-ferrous metals C. Alloy steels D. Effects of heat during welding E. Metals identification IV. Striking an Arc <ul style="list-style-type: none"> A. Arc welding electrode selection B. Adjusting equipment C. Running short beads D. Running continuous beads E. Fillet welds F. Vertical down beads G. Joint design H. Manipulative practice I. Safety procedures related to striking an arc 	<ul style="list-style-type: none"> V. Oxy-Acetylene Welding <ul style="list-style-type: none"> A. Tip selection and flame settings B. Torch position and motion C. Selecting a filler rod D. Laying beads with a filler rod E. Joint design F. Butt joint, lap joint and fillet welds G. Manipulative practice H. Welding safely VI. Flame Cutting <ul style="list-style-type: none"> A. Cutting safety per ANSI standard Z49.1 B. Cutting torches C. Gas pressure settings D. Flame settings E. Torch manipulation F. Manipulative practice G. Safety issues related to flame cutting VII. Brazing <ul style="list-style-type: none"> A. Joint preparation B. Filler rod selection C. Flame settings D. Fluxes E. Temperature control F. Manipulative practice G. Safety issues related to brazing



2

Articulation Components

COMPETENCIES: Learning Outcomes and Objectives

Student Learning Outcomes:
Upon completion of the course, students will be able to:
1. Demonstrate use of tools and equipment in a welding shop per ANSI (American National Standards Institute) safety standards Z49.
2. Perform arc weld from the flat, fillet weld position per American Welding Society (AWS) standards.
3. Perform oxy-acetylene weld on a butt joint, lap joint, fillet joint and brazing fillet joint per AWS standards.
4. Demonstrate ability to safely use oxy-acetylene cutting torch per AWS standards.

Objectives:
Upon completion of this course, students will be able to:
1. Describe and demonstrate principles of welding safety per ANSI and AWS standards.
2. Identify components of oxy-acetylene welding and cutting equipment.
3. Recognize a transformer, rectifier and motor generator type welding machine.
4. Explain electrical terms, including AC and DC welding current.
5. Identify components of shielded metal arc welding equipment.
6. Safely set up and place in operation oxy-acetylene and shielded metal arc welding equipment.
7. Differentiate between plain carbon steel, alloy steel, ferrous metals and non-ferrous metals.
8. Produce a sample butt joint, lap joint, fillet weld and braze welded fillet using the oxy-acetylene welding process.
9. Produce a sample of free hand flame cutting and straight line beveling and piercing.
10. Produce a sample of stringer beads, padding, in the flat position, a multipass fillet weld in the horizontal position, a lap joint and a fillet weld in the vertical down position using shielded metal arc welding.
11. Identify filler metals for oxy-acetylene and arc welding.
12. Recognize uses and purposes of a light, medium and heavy flux coated arc welding electrode. F-6010, F-6011, F-6013, F-7014, F-7016, F-7018 and F-7024

COURSE LEARNING ASSESSMENTS: Assignments, Quizzes, Exams, Projects

Grades are based on measured achievement and my judgment of the following:
Safety Work Effort Classroom
Assignments
Shop Assignments/Projects Skill Tests Academic Exams
Shop Clean Up
Other as Assigned

Grading scale:
"A" = more than 90%
"B" = 80%-89%
"C" = 70%-79%
"D" = 60%-69%
"F" = less than 60%

3

CBE

Early College Credit Opportunity

Upon teacher recommendation, students may earn college credit by taking SRJC's comprehensive course exam ("Credit By Exam") under the SRJC Credit for Prior Learning policy, explained in the college catalog under Rights, Responsibilities, Policies, and Regulations. In this case, special provisions exempt students from SRJC's usual Credit By Exam Learning Fees and other student fees.

4

Approval

SANTA ROSA JUNIOR COLLEGE SIGNATURES	SECONDARY SCHOOL DISTRICT SIGNATURES
<p>Instructor Signature Date Daniel Aschwanden, Welding Tech Instructor Instructor Name</p>	<p><u>Joe Reynolds</u> 03/04/2025 <small>Joe Reynolds (Mar 4, 2025 08:50 PST)</small> Teacher Signature Date Joe Reynolds, Welding Instructor, SRHS Teacher Name</p>
<p>Department Chair Signature Date Jesse Kosten, Chair, Industrial/Trade Tech Department Chair Name</p>	<p><u>Debi Cardozo</u> 03/04/2025 <small>Debi Cardozo (Mar 4, 2025 11:01 PST)</small> Site Administrator Signature Date Debi Cardozo, Director, Career Technical Education, SRCS Site Administrator Name</p>
<p>Discipline Dean Signature Date Benjamin Goldstein, Dean, Industrial/Trade Tech Discipline Dean Name</p>	<p><u>DM</u> 03/12/2025 District Administrator Signature Date Dr. Daisy Morales, Superintendent, SRCS District Administrator Name</p>
<p>Career Education Dean Signature Date Brad Davis, Dean, Workforce Development Career Education Dean Name</p>	