

**FIFTH AMENDMENT TO
LICENSE AGREEMENT**

This Fifth Amendment to the License Agreement (“Fifth Amendment”) is dated effective February 1, 2022 (“Effective Date”), and is entered into by and between Jackson Family Wines, Inc. (“Owner”) and Santa Rosa City Schools (“Licensee”).

WHEREAS, Owner is the owner of the property located at 4255 River Road, Santa Rosa, California (the “Property”);

WHEREAS, on April 6, 2018, Owner and Licensee entered into that certain License Agreement for the Premises which expired on August 31, 2018 (the “Agreement”)

WHEREAS, on July 18, 2018, Owner and Licensee entered into a First Amendment to the Agreement, extending the term of the Agreement until January 31, 2019 (the “First Amendment”);

WHEREAS, on February 13, 2019, Owner and Licensee entered into a Second Amendment to the Agreement, extending the term of the Agreement until January 31, 2020 (the “Second Amendment”);

WHEREAS, on January 15, 2020, Owner and Licensee entered into a Third Amendment to the Agreement, extending the term of the Agreement until January 31, 2021 (the “Third Amendment”);

WHEREAS, on January 29, 2021, Owner and Licensee entered into a Fouth Amendment to the Agreement, extending the term of the Agreement until January 31, 2022 (the “Fouth Amendment”);

WHEREAS, by this Fifth Amendment to the Agreement, Owner and Licensee desire to extend the term of the Agreement, as amended, as set forth in this Fifth Amendment (collectively, the “Agreement, as amended”);

NOW, THEREFORE, Owner and Licensee hereto agree as follows:

1. Section 2, Term and Hours of Access, shall be deleted in its entirety and replaced with the following: *The term of this license will commence on the Effective Date and expire on January 31, 2023 (the “Term”). Licensee and Project Participants may access the Property and occupy the Barn between the hours of 5:30 am to 8:00 am and 3:00 pm to 8:00 pm Monday through Friday and between the hours of 5:30 am and 10:00 am and 3:00 pm to 8:00 pm on Saturday and Sunday.*
2. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.

3. This Amendment embodies the entire agreement between Owner and Licensee with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment shall control and govern.
4. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment shall not, in any manner impair the Agreement, the purpose of this Amendment being simply to amend and ratify the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.
5. This Amendment shall be construed and governed by the laws of the State of California.

IN WITNESS WHEREOF, Owner and Licensee have executed and delivered this Amendment effective as of the Effective Date.

JACKSON FAMILY WINES, INC.

SANTA ROSA CITY SCHOOLS

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

ADDENDUM TO CONTRACT

Between

Momentum in Teaching

And

Santa Rosa City Schools

This addendum to the original contract with Momentum in Teaching approved on August 25, 2021, to provide continued professional development and support with the implementation of the District adopted writing curriculum, Lucy Calkins Units of Study to Santa Rosa City Schools.

The contract, under Item 3. Compensation, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed 6,000 dollars (\$). This is an increase of \$5,966.00

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

Contractor's Name

By: Leslie Courtney Gettler

Name: Momentum in Teaching, LLC

Date: 11/29/21

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Rick Edson
Deputy Superintendent

Date: _____



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 National Academy of Athletics 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: 07-7422-0-1140-1000-5800-127-LCP1

Funding Category: Base Supplemental Concentration
 Restricted: _____ Other:

For Billing (if applicable): Bill to: CCLA/SRCS Billing frequency:

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 943

Approved at Site by*: [Signature] Date: 11/10/2021
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: _____ Phone #:

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: _____ Proposed Contract End Date: _____

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Funding Source /Funding Category verified: YES NO **Board Approval Date:** _____

Verified by: _____ Date: _____

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

[Empty box for District's Responsibilities and Duties]

(b) CONTRACTOR's Responsibilities and Duties:

Scope of work: The National Academy of Athletics will provide supervised lunchtime sports activities to the students at CCLA. Each child will be able to participate in sports, athletic or playground cooperative games + challenges. Using the NAAFA Talk-Teach-Play system, the goal is to help them fall in love with being active, learn to play together while developing hand-eye coordination, sports skills + confidence.
Provided: NAAFA will provide NAAFA fingerprinted, certified staff, curriculum + all equipment to operate safe, engaging youth sports, playground games + fun activities.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on Nov. 16, 2021, and will continue through 5/25/22, 2021, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

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

NAAFA will run a bi-weekly 2-hour lunchtime activities program from 11:15am - 1:15pm. Students will be able to participate in supervised lunchtime activities upon finishing their lunch.
Program activities will include sports + playground games such as basketball, dodgeball, capture the flag + obstacle races.

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]

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

Board Strategic Priorities	
✓	Priority 1- Life Ready Learners
	Priority 2- Whole Person Focus
✓	Priority 3- High Quality Staff
✓	Priority 4- Teaching and Learning Environment and Resources
✓	Priority 5- Equity and Excellence
✓	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.

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.

(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: National Academy of Athletics

Street: 12120 N. Dutton Ave Suite 245B

City/State/Zip: Santa Rosa, CA 95401

Phone: (707) 527-2071

Email: office@naafa.us

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 May, 2022.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Taylor Spooner

Rick Edson

Print Name: Taylor Spooner

Deputy Superintendent

Title: Office Manager / Area Captain

mmartin@srcs.k12.ca.us

Email: office@naafa.us

707-890-3800 x80201

Phone: (707) 527-2071



STUDENT INTERNSHIP AGREEMENT 2021-2022

This Agreement, effective 11/18/2021, is made and entered into by and between Santa Rosa City Schools District (“District”) and the Grand Canyon University (“University”).

ARTICLE 1: RECITALS

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

ARTICLE 2: DEFINITIONS

- 2.1 “Student” shall refer to a student validly enrolled at the University in a program which is approved by the Commission and which leads to an education, administrative services, or counseling credential.
- 2.2 “Supervising Employee” shall refer to an employee of the District holding a valid, clear teaching credential, pupil personnel services credential, or administrative services credential issued by the Commission who has three or more years of experience in their credentialed field of work.
- 2.3 “Student Internship” shall refer to the active participation by a Student in the duties and functions of classroom teaching, school counseling or administrative services under the direct supervision and instruction of one or more Supervising Employees.
- 2.4 “Student Internship Assignment” shall refer to 2021-2022 School Year of daily student teaching, counseling or administrative services or the equivalent, as determined by the University in collaboration with the District. Student Internship Assignments shall satisfy all Commission requirements.
- 2.5 “Honorarium” shall refer to the amount of \$250 per 8 weeks and \$ 500 per 15/16 weeks that shall be paid directly to the Supervising Employee, in recognition of that full-time teacher, counselor or administrator’s efforts beyond normal teaching, counseling or administrative duties in the course of supervision. Payment of an Honorarium by the University to the Supervising Employee will not render the Supervising Employee an employee or agent of the

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

ARTICLE 3: TERMS AND CONDITIONS

- 3.1 Student Internship Experience. The District shall provide Students with Student Internship experience in schools and classes of the District under the direct supervision and instruction of a Supervising Employee.
- 3.2 Mandatory Instruction and Reporting. The candidate will be required to complete a Mandated Reporting class (takes about 4 hours) in order to be an intern in the District. The District will provide the class virtually to the candidate.
- 3.3 PACT Requirements (if applicable). As required by State law, the Student will be participating in the Performance Assessment of California Teachers (PACT). The terms of this process will be provided to the District in a separate notice.
- 3.4 Language Arts Standards (if applicable). University agrees to prepare all teacher candidates to be able to implement all of the language arts content standards outlined in the *Reading/Language Arts Framework for California Public Schools*, including instruction in systematic, explicit phonics.
- 3.5 Placement Protocol. University will follow the District's protocol for the placement of Students, and will make initial contact at the District level to coordinate the placement of Students with the Assistant Superintendent, Curriculum and Instruction (K-6), and the Assistant Superintendent, Curriculum and Instruction (7-12). As specified in the state teacher preparation standards, the selection of the Student placement sites and Supervising Employee shall be a joint decision between University, the District and the School.
- 3.6 Right of District to Refuse Placement. Subject to applicable state and federal law regarding unlawful discrimination, including sexual harassment, at its sole discretion, the District may refuse to accept, or may terminate, any Student assigned to the District for Student Internships if in the District's judgement and discretion, the conduct or attitude of Student threatens the safety or welfare of any District pupil, employee or agent. Upon notification by the District, University shall promptly terminate the Student's assignment to the District. Students who the District does not deem a threat to the safety or welfare of the District, its pupils, employees or agents, and who are already assigned to and scheduled for an internship, will be permitted to complete any previously scheduled internship assignments in District.
- 3.7 Confidentiality of Student Records. The District acknowledges that the education records of Students assigned to the District are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any Student assigned to the District under this Agreement. As a result of this Agreement, District shall be considered to be "school official" of University and may transmit, share or disclose educational records, including evaluations and attendance records of Students, without the Students written consent to other school officials of University who have a legitimate educational interest in the records.

- 3.8 Honorarium Payment upon Student's Termination. Upon a Student's assignment being terminated pursuant to section 3.6, the Supervising Employee shall receive a prorated share of the Honorarium, if available, based upon the amount of time in which that Student was supervised. The University shall not be liable for payment of any amount beyond the Honorarium described in section 2.5, or for payment to any third party, even if the University is advised of the possibility of a claim on behalf of such person.
- 3.9 Certificates of Clearance. The University shall inform each participating Student that they must provide a valid negative TB test and Certificate of Clearance from the Commission to the District prior to commencement of the Student Internship Assignment.
- 3.10 Use of parties' Names Prohibited. Neither party shall use the name of the other party in any form or manner in advertisements, reports, nor other information released to the public without the prior written approval of that other party.
- 3.11 Fingerprint Clause. In order to participate in the Student Internship, each Student must consent to providing verification of background clearance from the Federal Bureau of Investigation and the California Department of Justice to the District for each Student prior to commencement of the Student Internship Assignment.

ARTICLE 4: GENERAL PROVISIONS

- 4.1 Term and Termination. This Agreement shall commence on the later of the two dates as follows: (i) the date on which the last signature appears on this Agreement; or (ii) the first day of the 2021-22 school year, and it shall continue in full force for one year, ending on the last day of the 2021-22 school year. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party; provided, *however*, all Students receiving Student Internship experience from the District as of the date of a termination notice or expiration of this Agreement shall be permitted to complete their Student Internship Assignments during the current school year.
- 4.2 Indemnification. The University shall indemnify, defend, protect, hold harmless, and release the District its officers, agents and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising out of the negligent acts or omissions in the performance by the University under this Agreement; except such Liability caused by the sole negligence or willful misconduct of the District. This indemnification obligation shall not be limited in any way, by any limitation, on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefits acts. The aforementioned indemnification shall survive the terms of this Agreement.

The District shall indemnify, defend, protect, hold harmless, and release the University its officers, agents and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising out of the negligent acts or omissions in the performance by the District under this Agreement; except such Liability caused by the sole negligence or willful misconduct of the University. This indemnification obligation shall not be limited in any way, by any limitation, on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other

employee benefits acts. The aforementioned indemnification shall survive the terms of this Agreement.

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

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

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

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

- 4.4 Worker's Compensation. It is understood by each party that Students shall be considered District volunteers for purposes of Workers' Compensation only.
- 4.5 Venue. In the event of any dispute or litigation concerning or arising out of this Agreement, all parties agree to seek resolution of the dispute or litigation within Sonoma County and no other place.
- 4.6 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein.
- 4.7 Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
- 4.8 Amendments. Amendments to this Agreement may be made at any time, *provided, however*, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the District and University.
- 4.9 Assignment. This Agreement shall not be assigned without the express written consent of the non-assigning party. A transfer of obligation under this Agreement by operation of the law shall require the affirmative assent of all parties, and the failure of a party to affirmatively

consent shall act as a termination of this Agreement, subject to the right of Students to complete their respective Student Internship Assignments pursuant to section 4.1.

4.10 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed at the end of this Paragraph (unless a party has changed its address by giving notice as provided in this paragraph), and will be effective upon receipt if delivered by personal or overnight delivery or facsimile, or effective three days after being placed in the United States mail, postage pre-paid.

Grand Canyon University
ATTN: College of Education

Santa Rosa City Schools District
ATTN: Rick Edson
Deputy Superintendent

[Address] 3300 West Camelback Road
Phoenix, AZ 85017
[Phone] 602-639-6741

211 Ridgway Ave, Santa Rosa, CA 95401
Office (707) 890-3800 x80201

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

AGREED:

GRAND CANYON UNIVERSITY

SANTA ROSA CITY SCHOOLS
DISTRICT

By: Dr. Meredith Critchfield
Dean of the College of Education

By: _____
Rick Edson
DEPUTY SUPERINTENDENT



Date: 11/29/21 _____

Date: _____



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 Sandra Anfang 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
*** 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 - 1140 - 1000 - 5800 - 108 - 5197

Funding Category: Base Supplemental Concentration
Restricted: Other: Title I

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 55 Students

Approved at Site by: K. Stoual Date: 11/10/2021
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Emi Beck - Monroe Elementary Phone #: (707) 890-3910
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: January 1, 2022 Proposed Contract End Date: June 30, 2022

Requisition #: To be created

BUSINESS SERVICES USE ONLY

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The site will provide a facility that has the materials the Contractor needs. Teachers will be co-facilitating the lessons.

(b) CONTRACTOR's Responsibilities and Duties:

The Poetry Consultant is a poet who works for California Poets in the Classroom. She will teach lessons to the whole class and then will help individual students create their own poems. She will get students to write, using figurative language. She is especially skilled at getting reluctant writers to write. She will also provide lessons on performing their poems in public.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on January 1, 2022, and will continue through June 30, 2022, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed two thousand Dollars (\$2,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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?):

Students will have a better understanding of it when they later see it when they are reading. Since the Poetry Consultant speaks fluent Spanish, she will help EL students create poems that they will be proud of. Because poetry follows less rules than regular writing, students will be free to create/write more. Students will work on their presentation skills and will get used to speaking to big groups (first the classroom and later at an assembly).

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
	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". N/A

(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. N/A

(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] N/A**

(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: California Poets in the Schools (CPITS)

Street: P.O. Box 1328

City/State/Zip: Santa Rosa, CA 95402

Phone: (415) 221-4201

Email: info@cpits.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 29 DAY OF November, 2021.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Sandra Anfang

Rick Edson

Print Name: Sandra Anfang

Deputy Superintendent

Title: Poetry Consultant

mmartin@sres.k12.ca.us

Email: info@cpits.org wrdpntr51@gmail.com

707-890-3800 x80201

Phone: (415) 221-4201 (650) 888-7875

**PROFESSIONAL SERVICES AGREEMENT
FOR REAL ESTATE BROKERAGE SERVICES
WITH CBRE, INC.**

This "Agreement" is made as of _____ by and between the Santa Rosa Elementary School District, a municipal corporation ("District"), and CBRE, INC., a Delaware Corporation ("Consultant").

RECITALS

A. District desires to obtain the services of Consultant related to the sale of approximately 6.03 acres located at 3700 Fir Ridge Drive in Santa Rosa, CA 95403, Sonoma County Assessor's Parcel Number 173-620-030. The Scope of services includes, but is not limited to, disposition of surplus real estate, market analysis, marketing, economic analysis, negotiation of transaction documents, and advisory services.

B. District desires to retain Consultant to conduct the services described above in accordance with the Scope of Services as more particularly set forth in Exhibit A to the Agreement.

C. Consultant represents to District that it is a firm composed of highly trained professionals and is fully qualified to conduct the services described above and render advice to District in connection with said services.

D. The parties have negotiated upon the terms pursuant to which Consultant will provide such services and have reduced such terms to writing.

AGREEMENT

NOW, THEREFORE, District and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant shall provide to District the services described in Exhibit A ("Scope of Services"). Consultant shall provide these services at the time, place, and in the manner specified in Exhibit A. Exhibit A is attached hereto for the purpose of defining the manner and scope of services to be provided by Consultant and is not intended to, and shall not be construed so as to, modify or expand the terms, conditions or provisions contained in this Agreement. In the event of any conflict between this Agreement and any terms or conditions of any document prepared or provided by Consultant and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the terms of this Agreement shall control and prevail.

2. COMPENSATION

a. District shall pay Consultant for services rendered pursuant to this Agreement at the rates, times and in the manner set forth in Exhibit A.

b. The payments prescribed herein shall constitute all compensation to Consultant for all costs of services, including, but not limited to, direct costs of labor of employees engaged by Consultant, travel expenses, telephone charges, copying and reproduction, computer time, and any and all other costs, expenses and charges of Consultant, its agents and employees. In no event shall District be obligated to pay late fees or interest, whether or not such requirements are contained in Consultant's invoice.

3. INTENTIONALLY LEFT BLANK.

4. INDEMNITY

a. Consultant shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless District, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of Consultant, its officers, employees, or agents, in said performance of professional services under this Agreement, excepting only liability to the extent arising from the negligence, active negligence or intentional misconduct of District.

b. The existence or acceptance by District of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of District's rights under this Section 4, nor shall the limits of such insurance limit the liability of Consultant hereunder. This Section 4 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 17(b), below. The provisions of this Section 4 shall survive any expiration or termination of this Agreement.

5. INSURANCE

a. Consultant shall maintain in full force and effect all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements." Maintenance of the insurance coverage set forth in Attachment One is a material element of this Agreement and a material part of the consideration provided by Consultant in exchange for District's agreement to make the payments prescribed hereunder. Failure by Consultant to (i) maintain or renew coverage, (ii) provide District notice of any material changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by District as a material breach of this Agreement by Consultant, whereupon District shall be entitled to all rights and remedies at law or in equity, including but not limited to immediate termination of this Agreement. Notwithstanding the foregoing, any failure by Consultant to maintain required insurance coverage shall not excuse or alleviate Consultant from any of its other duties or obligations under this Agreement. In the event Consultant, with approval of District pursuant to Section 6 below, retains or utilizes any subcontractors or subconsultants in the provision of any services to District under this Agreement, Consultant shall assure that any such subcontractor has first obtained, and shall

maintain, all of the insurance coverages set forth in the Insurance Requirements in Attachment One.

6. ASSIGNMENT

Consultant shall not assign any rights or duties under this Agreement to a third party without the express prior written consent of District, in District's sole and absolute discretion. Consultant agrees that the District shall have the right to approve any and all subcontractors and subconsultants to be used by Consultant in the performance of this Agreement before Consultant contracts with or otherwise engages any such subcontractors or subconsultants.

7. NOTICES

Except as otherwise provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

District
Representative:
Rick Edson
211 Ridgway Ave
Santa Rosa, CA
95401-4320

CBRE Representative:
Chris Campbell
500 Capitol Mall
24th Floor
Sacramento, 95814

8. INDEPENDENT CONTRACTOR

a. It is understood and agreed that Consultant (including Consultant's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of District. District is not required to make any deductions or withholdings from the compensation payable to Consultant under the provisions of this Agreement, and Consultant shall be issued a Form 1099 for its services hereunder. As an independent contractor, Consultant hereby agrees to indemnify and hold District harmless from any and all claims that may be made against District based upon any contention by any of Consultant's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.

b. It is further understood and agreed by the parties hereto that Consultant, in the performance of Consultant's obligations hereunder, is subject to the control and direction of District as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by Consultant for accomplishing such results.

c. If, in the performance of this Agreement, any third persons are employed by Consultant, such persons shall be entirely and exclusively under the direction, supervision, and control of Consultant. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by Consultant. It is further understood and agreed that Consultant shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of Consultant's assigned personnel and subcontractors.

d. The provisions of this Section 8 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between District and Consultant. Consultant may represent, perform services for, or be employed by such additional persons or companies as Consultant sees fit.

9. INTENTIONALLY LEFT BLANK

10. SUCCESSORS AND ASSIGNS

District and Consultant each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

11. TERM, SUSPENSION, TERMINATION

a. This Agreement shall become effective on the date that it is made, set forth on the first page of the Agreement ("Effective date"), and shall continue in effect for one

hundred eighty (180) days.

b. Notwithstanding subparagraph 11.a, Parties may extend the Term by mutual written agreement.

c. District shall have the right at any time to temporarily suspend Consultant's performance hereunder, in whole or in part, by giving a written notice of suspension to Consultant. If District gives such notice of suspension, Consultant shall immediately suspend its activities under this Agreement, as specified in such notice.

d. District shall have the right to terminate this Agreement for convenience at any time by giving a written notice of termination to Consultant.

12. TIME OF PERFORMANCE

The services described herein shall be provided during the period, or in accordance with the schedule, set forth in Exhibit A.

13. STANDARD OF PERFORMANCE

Consultant shall perform all services performed under this Agreement in the manner and according to the standards currently observed by a competent practitioner of Consultant's profession in California. All products of whatsoever nature that Consultant delivers to District shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in Consultant's profession, and shall be provided in accordance with any schedule of performance. Consultant shall assign only competent personnel to perform services under this Agreement. Consultant shall notify District in writing of any changes in Consultant's staff assigned to perform the services under this Agreement prior to any such performance. In the event that District, at any time, desires the removal of any person assigned by Consultant to perform services under this Agreement, because District, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, Consultant shall remove such person immediately upon receiving notice from District of the desire of District for the removal of such person.

14. CONFLICTS OF INTEREST

Consultant covenants that Chris Campbell shall not have and shall not acquire any interest, directly or indirectly, that would conflict in any manner with the interests of District or that would in any way hinder Consultant's performance of services under this Agreement, except as otherwise disclosed to and approved by District. Chris Campbell agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of District at all times during the performance of this Agreement.

15. INTENTIONALLY LEFT BLANK.

16. CONFIDENTIALITY OF DISTRICT INFORMATION

During performance of this Agreement, Consultant may gain access to and use District information regarding inventions, machinery, products, prices, apparatus, costs,

discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "District Information") that are valuable, special and unique assets of the District. Notwithstanding the foregoing, "District Information" shall in no event include any information (i) that is publicly available through no breach of this Section 16 by Consultant, (ii) obtained by Consultant from another source without any obligation of confidentiality to District, (iii) independently developed by Consultant without use or reference to the information received hereunder, or (iv) to the extent required to be disclosed by law, court order, or a government authority. Consultant agrees to protect all District Information and treat it as strictly confidential, and further agrees that Consultant shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any District Information to any third party without the prior written consent of District. In addition, Consultant shall comply with all District policies governing the use of the District network and technology systems. A violation by Consultant of this Section 16 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

17. CONSULTANT INFORMATION

a. District shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by Consultant pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photo-stating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. Consultant shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by District.

b. Consultant shall fully defend, indemnify and hold harmless District, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by Consultant pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. District shall make reasonable efforts to notify Consultant not later than ten (10) days after District is served with any such claim, action, lawsuit or other proceeding, provided that District's failure to provide such notice within such time period shall not relieve Consultant of its obligations hereunder except to the extent that the defense is prejudiced by such delay, which shall survive any termination or expiration of this Agreement.

c. The parties acknowledge that all proprietary and other information received from Consultant by District may be subject to disclosure under the Public Records Act. If any information is set apart and clearly marked "trade secret" when it is provided to District, District shall give notice to Consultant of any request for the disclosure of such information.

18. MISCELLANEOUS

a. Entire Agreement. This Agreement contains the entire agreement between
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Santa Rosa Elementary School District
Professional Services Agreement

the parties. Any and all verbal or written agreements made prior to the date of this Agreement are superseded by this Agreement and shall have no further effect.

b. Modification. No modification or change to the terms of this Agreement will be binding on a party unless in writing and signed by an authorized representative of that party.

c. Compliance with Laws. Consultant shall perform all services described herein in compliance with all applicable federal, state and local laws, rules, regulations, and ordinances.

d. Discrimination Prohibited. With respect to the provision of services under this Agreement, Consultant agrees not to discriminate against any person because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status of that person.

e. Governing Law; Venue. This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court in Sonoma County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such court, and consent to service of process issued by such court.

f. Waiver of Rights. Neither District acceptance of, or payment for, any service or performed by Consultant, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.

g. Incorporation of Attachments and Exhibits. The attachments and exhibits to this Agreement are incorporated and made part of this Agreement, subject to terms and provisions herein contained.

19. AUTHORITY; SIGNATURES REQUIRED FOR CORPORATIONS

a. Consultant hereby represents and warrants to District that it is (a) a duly organized and validly existing Corporation, formed and in good standing under the laws of the State of Delaware and, (b) has the power and authority and the legal right to conduct the business in which it is currently engaged, and (c) has all requisite power and authority and the legal right to consummate the transactions contemplated in this Agreement. Consultant hereby further represents and warrants that this Agreement has been duly authorized, and when executed by the signatory or signatories listed below, shall constitute a valid agreement binding on Consultant in accordance with the terms hereof.

|||

|||

|||

Executed as of the day and year first above stated.

CONSULTANT: CBRE, Inc. By: _____ Print Name: _____ Title: _____ Date: _____	SANTA ROSA ELEMENTARY SCHOOL DISTRICT: a Municipal Corporation By: _____ Print Name: _____ Title: _____ Date: _____
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Attachments:
Attachment One - Insurance Requirements
Exhibit A - Scope of Services and compensation

**ATTACHMENT ONE
INSURANCE REQUIREMENTS FOR
PROFESSIONAL SERVICES AGREEMENTS**

A. Insurance Policies: Consultant shall, at all times during the terms of this Agreement, maintain and keep in full force and effect, the following policies of insurance with coverage as indicated below and issued by insurers with AM Best ratings of no less than A-:VI or otherwise reasonably acceptable to the District.

Insurance	Coverage Limits	Additional Coverage Requirements
1. Commercial general liability	\$ 1 million per occurrence \$ 2 million aggregate	Coverage must be at least as broad as ISO CG 00 01 or equivalent and must include completed operations coverage. If insurance applies separately to a project/location, aggregate may be equal to per occurrence amount. Coverage may be met by a combination of primary and umbrella or excess insurance, but umbrella and excess shall provide coverage at least as broad as specified for underlying coverage.
2. Business auto coverage	\$ 1 million	ISO Form Number CA 00 01 covering any auto (Code 1) or equivalent, or if Consultant has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit of \$ 1 million per accident for bodily injury and property damage.
3. Professional liability (E&O)	\$ 1 million per claim \$ 1 million aggregate	Consultant shall provide on a policy form appropriate to profession. If on a claims made basis, Insurance must show coverage date prior to start of work and it must be maintained for three years after completion of work.
4. Workers' compensation and employer's liability	\$ 1 million	As required by the State of California, with Statutory Limits and Employer's Liability Insurance with limit of \$ 1 million per accident for bodily injury or disease. The Workers' Compensation policy shall include a blanket waiver of subrogation in favor of the District for all work performed by the Consultant.

B. Endorsements:

1. Commercial general liability policies shall include the following:
 - a. For any claims related to this project, Consultant's insurance coverage shall be primary and any insurance or self-insurance maintained by District shall be excess of the Consultant's insurance and shall not contribute with it, but only to the extent of losses attributable to Consultant's negligence; and,
 - b. **The Santa Rosa Elementary School District, its officers, agents, employees and volunteers are to be included as additional insureds on the CGL policy, but only to the extent of losses attributable to Consultant's negligence.** General liability coverage can be provided in the form of an endorsement to Consultant's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 or equivalent if a later edition is used.

C. Verification of Coverage and Certificates of Insurance: Consultant shall furnish District with certificates and required endorsements effecting coverage required above. Certificates and endorsements shall make reference to policy numbers. All certificates and endorsements are to be received and approved by the District before work commences and must be in effect for the duration of the Agreement.

D. Other Insurance Provisions:

1. Defense costs must be paid in addition to coverage amounts.
2. Self-insured retentions above \$10,000 must be reasonably approved by District.
3. Sole Proprietors must provide a representation of their Workers' Compensation Insurance exempt status.
4. District reserves the right to reasonably modify these insurance requirements while this Agreement is in effect, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit A

Scope of Services and Compensation Schedule

Scope of Services:

1. On behalf of the District, participate along with counsel in the negotiation of sale, purchase, lease, or exchange transactions involving the Property.
2. Provide analysis of the surrounding residential and/or commercial real estate market as needed.
3. Develop strategies for the sale of identified property, including preparation of appropriate and customary marketing materials (such as an offering brochure).
4. Review appraisals of District, and otherwise assist the District in making an informed decision regarding the market value of property which might be sold, exchanged, or obtained by the District.
5. Assist in maximizing the value of any surplus real property.
6. Manage property listing, marketing brochures, call for offers, site tours, and other functions related to the sale of a property.
7. Perform such incidental functions necessary to carry out the above, or which are normally contemplated to be within the scope of a real estate broker's services.
8. Present all offers to District and assist in developing and negotiating counteroffers until a purchase and sale agreement ("PSA") is signed and all contingencies are satisfied or waived.
9. CBRE will earn (and District agrees to pay) a commission in accordance with this Agreement and the attached Commission Schedule if and only if:
 - (a) during the Term, District sells the Property (escrow closes) to a purchaser, whether procured by CBRE, the District, or anyone else; or
 - (b) within sixty (60) days after the expiration of the Term, or after the Agreement otherwise terminates (the "Post-Term"), the Property is sold to (escrow closes) an "Existing Prospect." As used herein an "Existing Prospect" means any person or entity (including his/her/its successors, assigns or affiliates) with whom, during the Term, CBRE either negotiated (either directly or through another broker or agent) or to whom the Property was directly submitted (by direct contact and not a publication) during the Term. CBRE shall submit to the District no less than seven (7) calendar days following the expiration of this Agreement a comprehensive, determinative, and final list of Existing Prospects.
10. District agrees that CBRE is authorized to cooperate with and, if appropriate, share commission with "Cooperating Brokers" (such as a broker representing a purchaser). CBRE will be responsible for paying the fee or commission due to the Cooperating Broker (if any) provided the Cooperating Broker: (i) represents the prospective purchaser pursuant to a written agreement, a copy of which

is furnished to us prior to the execution of the transaction; (ii) is properly licensed; and (iii) executes and delivers to us an acceptable cooperating brokerage agreement.

Pricing

CBRE shall be paid a fee of 5.0% based on the Property's sale price. CBRE will split its fee with any outside brokers and/or buyer representation.