



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Corrina Hui LLC, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-3182-0-1140-1000-5880-249-5115 - \$25,000
01-3182-0-1140-1000-5180-249-5114 - \$25,000

Funding Category: [ ] Base [ ] Supplemental [ ] Concentration
[ ] Restricted: \_\_\_\_\_ X Other: CSI Grant Funding

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

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

Number of Individuals Served: Students and Staff at EAHS and CCLA

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: 12/14/2021

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Debi Cardozo, Educational Services Phone #: 707-890-3800 x 80310
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: January 13, 2022 Proposed Contract End Date: April 13, 2022

Requisition #: R22-02834

BUSINESS SERVICES USE ONLY

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

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

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Coordinate logistics such as dates and time, location, food, design team and session participants, etc..

(b) CONTRACTOR's Responsibilities and Duties:

CONTRACTOR will collaborate with SRCS Director of Career Technical Education (CTE), Debi Cardozo to facilitate a scope and sequence of professional development and design sessions for the Cesar Chavez Language Academy (CCLA) and Elsie Allen High School (EAHS) Design Crew to support the development of robust CTE Program(s) and a K-12 dual immersion "pipeline". Provided the values stated in the Santa Rosa City Schools Mission, Vision, Priorities, the CTE Comprehensive Local Needs Assessment, and the 12 Essential Elements of a High-Quality College and Career Pathway, our approach will focus on engaging diverse stakeholders to review a number of elements, including student-centered delivery of services, equity and access, gaps among subgroups, and program size, scope and quality.

CONTRACTOR will design and facilitate a Youth Design Crew composed of Cesar Chavez Language Academy middle school students and Elsie Allen High School students to build students' courage and capacity to help design their learning experiences.

CONTRACTOR will design and facilitate professional development and design sessions so that the design meets the criteria of WASC, CTE Incentive Grant, K12 Strong Workforce Grant, CTE Foundation Sonoma County Grant, the goals of a dual immersion "pipeline" from Cesar Chavez Language Academy to Elsie Allen High School, and most importantly, the needs of students. Design sessions will also:

Leverage the linguistic and cultural assets of our students and ensure that students are active contributors to their own learning and that of their community.

Include professional development focused on student equity, access, and student-centered learning.

Center and amplify student voices by empowering them to co-design with adult stakeholders.

Focus on engaging special populations/including non-traditional (as defined by the California Department of Education (CDE)) student voice and student leadership will be targeted.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on January 13, 2022, and will **continue** through April 13, 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 performed pursuant to this CONTRACT a total fixed fee of fifty thousand U.S. Dollars (\$50,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: the first payment of half of the total amount (\$25,000) shall be paid upon execution of this agreement. The second payment of half of the total amount (\$25,000) shall be paid upon completion of the project on April 13, 2022.

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?):

- Participating students, families, and staff will participate in professional development, design of pilots, courses, pathways, Career Technical Education (CTE) programs, and create communication and marketing strategies to share about all of the above with current and future students at Elsie Allen High School. Additionally, this process will also provide learnings for CTE program development across Santa Rosa City Schools.
- Practicing the Liberatory Design mindsets and framework means that this work will center the needs of our students and families, and ensure that current and future students of Elsie Allen High School are empowered to contribute to their own learning.
- In designing “with” students instead of “for” students, participating educators will:
  - Learn why it is important that the design team is diverse and inclusive.
  - Actively seek diverse identities, roles and skill sets in building our design team.
  - Acknowledge and build from the strengths, stories, and skills of team members.
  - Define specific conditions for collective learning, risk-taking, and action.
  - Understand that transforming power structures within a team or organization catalyzes a sense of shared purpose, greater self-direction, and a general commitment to better work quality.
  - Learn and build a strategy to shift and transform power imbalances in our conversations, meetings, and decision-making.
- Participating students in the Cesar Chavez Language Academy and Elsie Allen High School Design Crew will engage the community throughout their design work and share their progress with the larger communities of Cesar Chavez Language Academy, Elsie Allen High School, and Santa Rosa City Schools.

Additional metrics used to measure the effectiveness of this approach include evaluating the work for responsiveness to the Santa Rosa City Schools Mission, Vision, Priorities, how equity is defined through those statements, and what our students and stakeholders identify as their needs. Furthermore, the definition of dual immersion and alignment to the 12 Essential Elements of a High-Quality College and Career Pathway will also be utilized to measure effectiveness. Participant feedback will also be collected after each design session and used to develop future sessions and next steps.

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

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

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.
- (c) DISTRICT shall indemnify, defend with counsel acceptable to CONTRACTOR, and hold harmless to the full extent permitted by law, CONTRACTOR and its officers, agents, employees and volunteers from and against any and all Liability of every nature arising out of or in connection with active negligence, sole negligence or willful misconduct of the DISTRICT. 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 CONTRACTOR, 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 DISTRICT's duty to indemnify CONTRACTOR with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by DISTRICT) will be limited accordingly.

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

(a) Worker's compensation insurance, if applicable, 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.

(d) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$500,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

(e) 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, if applicable, 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 and CONTRACTOR may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to the other party. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for undisputed services performed 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 undisputed services performed.

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. CONTRACTOR retains exclusive interest in, and ownership of, all Pre-Existing Materials. For purposes of this Agreement, "Pre-Existing Materials" means any and all proprietary tools, know-how, works of authorship, compilations, programs, and methodologies used in creating the Work Product or in otherwise providing the services, whether or not patentable or registrable under copyright or similar laws, and any knowledge or information relating thereto, created, developed or authored by or for CONTRACTOR prior to, or outside the scope of, the Services or that have general applicability to CONTRACTOR' business, and all modifications, improvements and enhancements thereto and derivative works thereof.

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](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Corrina Hui LLC

Street: 2625 Alcatraz Ave. #298

City/State/Zip: Berkeley, CA 94705

Phone: 818-396-7721

Email: corrhui@gmail.com

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited 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 13th DAY OF January, 2022.

**DISTRICT**

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

Rick Edson

Deputy Superintendent

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

707-890-3800 x80201

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: 

Print Name: Corrina Hui

Title: Managing Member of Corrina Hui LLC

Email: [corrhui@gmail.com](mailto:corrhui@gmail.com)

Phone: 818-396-7721

**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 for teachers of Abraham Lincoln and Albert Biella to Santa Rosa City Schools. *The services provided for this addendum will be the same, just increased days of professional development for Albert Biella only.*

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 23,039 dollars (\$). This is an increase of \$13,549.00.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written December 13, 2021.

Contractor's Name

By: Momentum in Teaching

Name: [Signature]

Date: 12/13/21

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

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

Rick Edson  
Deputy Superintendent

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

**The  
Lawrence  
Hall of  
Science**

UNIVERSITY OF CALIFORNIA, BERKELEY

**OUTREACH CONTRACT Contract#: EMS16931 Program Date: 2/10/2022**

This contract is subject to cancellation unless **total payment or a purchase order** in the amount of **\$810.00** is received by: **12/15/2021**

Upon satisfaction of the terms and conditions set forth below, The Regents of the University of California, through its Lawrence Hall of Science, will present the following programs at the times and locations specified below and on the Schedule below:

Location: **Brook Hill Elementary**

Address, City, Zip: **1850 Vallejo Street, Santa Rosa, 95405**

Person making reservation: **Indy Monday (Principal)**

Reserver's Phone: **707-695-3272**

Contact person at site: **Indy Monday (Principal)**

Contact Email: **imunday@srcs.k12.ca.us**

Site Phone: **707-890-3915**

Fax#:

**Special considerations:** About 326 total students, grades KA-6 (includes 20 special needs Gr 4-6). Title 1 School & Pricing. Snack/Recess 9:20-10:20, Lunch 11:20-1, out at 2:26PM.

**NOTE: Precautions for Program Participants**

- Program Participants will wear permitted masks correctly over the nose and mouth at all times.
- If and when equipment needs to be shared between groups a cleaning protocol will be activated.
- Program participants who cough, sneeze, or rub their eyes, nose, or mouth will be instructed to wash/ sanitize immediately and staff will make sure the proximal surfaces are wiped down.

**Santa Rosa ESD on behalf of Brook Hill Elementary ("Organization")** will pay the following for the presentation of the program on the Schedule below:

**Cost for 2 session(s): \$735.00**

**Mileage cost for miles (roundtrip at /mile): \$75.00**

**Adjustments:**

**TOTAL PROGRAM COST: \$810.00**

*This registration contract must be signed by an authorized official and returned to the Hall.*

Email to: [lhsreg@berkeley.edu](mailto:lhsreg@berkeley.edu)

Fax to: 510-643-0994

Mail to: The Lawrence Hall of Science

Attn: Registration Office

1 Centennial Drive

Berkeley, CA 94720-5200

## **Responsibilities of Organization**

### **Agreement(s) and Payment Due Dates**

This contract, with authorized signature, needs to be received on the date indicated in the first paragraph above or your program will be cancelled. If a consultant agreement or additional agreement is required by your Organization, then the consultant agreement is due **30 days** from today, and your payment is due 45 days from today or 6 weeks prior to your program delivery date (whichever comes first). Payments can be made by Purchase order, Visa, MasterCard, Discover or American Express, or by a single check made payable to The Regents of the University of California.

### **Rescheduling**

You may reschedule your program up to 6 weeks in advance of the delivery date. Rescheduling will be done based on resource availability and cannot be guaranteed.

### **Cancellations**

You may cancel your program up to 6 weeks in advance of the delivery date with no penalty. For cancellations made less than 6 weeks in advance, no refunds will be issued.

### **Program Details**

You are responsible for checking the dates, times and program title and notifying us within 72 hours from the date we emailed the contract to you if there is an error so corrections can be made.

### **Maximum Enrollment**

Our maximum number of students per program is set to ensure the quality and safety of the experience; students exceeding the maximum enrollment will not be admitted. The maximum for your program is stated on the Hall website and in your sales item information.

### **Program Requirements**

Program location must be accessible by elevator and ramps and be available for program set up and clean up an hour prior to and post the program delivery times.

All programs on one day need to take place in the same location.

An Organization staff member or teacher/school staff member if the Site is a school needs to be present during all program presentations.



**Outreach Contract#: EMS16931 Program Date: 2/10/2022**

**Indemnification**

1. Organization Indemnity. Organization shall defend, indemnify and hold the Regents of the University of California ("University"), its officers , employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Organization, its officers, employees, or agents.
2. University Indemnity. University shall defend, indemnify and hold Organization, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

**Other Matters**

1. Any terms included in a purchase order issued pursuant to this contract will be binding only as to the terms of payment.
2. The undersigned is duly authorized by Organization to sign this contract and, if applicable, that Organization is duly authorized to represent third parties receiving the program hereunder.
3. **The Organization hereby agrees to attached Exhibit A.**

**Organization**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title



**Outreach schedule for Thursday, 2/10/2022 Contract#: EMS16931**  
**Total Cost: \$810.00 Payment Due: 12/15/2021**

Location Name: **Brook Hill Elementary**  
 Address, City, Zip: **1850 Vallejo Street, Santa Rosa, 95405**

Person making reservation: **Indy Monday (Principal)**  
 Reserver's Phone: **707-695-3272**

Contact person at site: **Indy Monday (Principal)**  
 Contact Email: **imonday@srcs.k12.ca.us**  
 Site Phone: **707-890-3915**  
 Fax#:

**Special considerations:** About 326 total students, grades KA-6 (includes 20 special needs Gr 4-6). Title 1 School & Pricing. Snack/Recess 9:20-10:20, Lunch 11:20-1, out at 2:26PM.

**NOTE: Precautions for Program Participants**

- Program Participants will wear permitted masks correctly over the nose and mouth at all times.
- If and when equipment needs to be shared between groups a cleaning protocol will be activated.
- Program participants who cough, sneeze, or rub their eyes, nose, or mouth will be instructed to wash/ sanitize immediately and staff will make sure the proximal surfaces are wiped down.

**The following program(s) have been reserved and will be held at your site:**

<u>Time</u>	<u>Grade(s)</u>	<u>Students</u>	<u>Title</u>	<u>Room</u>
10:30-11:20]	KA-3	172	Solids, Liquids, and Gases	MPR
1:00-1:50	4-6	154	Solids, Liquids, and Gases	MPR

**Space Below for staff only:**

Date Taken: Finalized 11/5/21 By: RM Review/Sent: 11/5/21 Ret'd to School: \_RM\_  
 BCMS #: \_\_\_\_\_ BCMS Entered on: \_\_\_\_\_ By: \_\_\_\_\_ Fully executed on: \_\_\_\_\_  
 PO#: \_\_\_\_\_ Amount: \_\_\_\_\_ Rec'd on: \_\_\_\_\_ By: \_\_\_\_\_ RTB: \_\_\_\_\_  
 Ck. or CC. Rec'd on: \_\_\_\_\_ Amount: \_\_\_\_\_ Receipt: \_\_\_\_\_ By: \_\_\_\_\_



## EXHIBIT A TO LAWRENCE HALL OF SCIENCE (LHS) OUTREACH AGREEMENT

The parties acknowledge that the situation with respect to COVID-19 is evolving and may involve LHS' required or voluntary compliance with national, state and local requirements, guidance, best practices and laws, as well as the University of California at Berkeley's policies and practices, all of which may impact the Program.

LHS has the right to cancel or modify the Program due to such required or voluntary compliance or due to other health and safety concerns, as determined by LHS in its reasonable discretion, and UC Berkeley is not responsible or liable for any losses or damages incurred by Organization or any other party arising out of any such cancellation or modification of the Program. LHS also has the right to deliver the Program remotely, for example, via Zoom or other electronic medium.

In the event LHS exercises such right to cancel the Program, Organization will be entitled to a refund of any pre-paid amounts. Organization will not be entitled to any refund or discount for remote delivery of the Program.

**Force Majeure.** If any Party fails to timely perform its obligations (other than payment obligations) under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders, epidemic, disease outbreak or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance (other than payment obligations) will be excused for the duration of such force majeure event.

**Responsibility for Participants.** All persons participating in the Program shall be under Organization's care, custody and control during the Program. Organization shall ensure that all participants comply with LHS rules (whether in-person or remote-delivery activities). LHS reserves the right to remove (or require the Organization to remove) participants that violate LHS rules (for in-person or remote activities, as applicable). For in-person activities, Organization is responsible for any participants that become ill during the activities, and for responding to such illness appropriately (e.g., removal from the activity, isolation, medical care and transport, as applicable).

**The  
Lawrence  
Hall of  
Science**

UNIVERSITY OF CALIFORNIA, BERKELEY

**OUTREACH CONTRACT Contract#: EMS16957 Program Date: 3/15/2022**

This contract is subject to cancellation unless **total payment or a purchase order** in the amount of **\$810.00** is received by: **2/15/2022**

Upon satisfaction of the terms and conditions set forth below, The Regents of the University of California, through its Lawrence Hall of Science, will present the following programs at the times and locations specified below and on the Schedule below:

Location: **Brook Hill Elementary**

Address, City, Zip: **1850 Vallejo Street, Santa Rosa, 95405**

Person making reservation: **Indy Monday (Principal)**

Reserver's Phone: **707-695-3272**

Contact person at site: **Indy Monday (Principal)**

Contact Email: **imonday@srcs.k12.ca.us**

Site Phone: **707-890-3915**

Fax#:

**Special considerations:** About 330 total students, grades KA-6 (includes 20 special needs Gr 4-6). Title 1 School & Pricing. Snack/Recess 9:20-10:20, Lunch 11:20-1, out at 2:26PM.

**\*12-14 adult volunteers required.** \*\*Volunteers must arrive by 10:10 am (20 minutes prior to start of program). Please be sure there is a clear path to the exit during breakdown.

All sessions must be held in same room, indoors. Nothing else going on in room during program and all must remain set up, safe & undisturbed during breaks. 1 hour set up, 1 hour breakdown.

**NOTE: Precautions for Program Participants**

- Program Participants will **wear permitted masks** correctly over the nose & mouth at all times.
- If and when equipment needs to be shared between groups a cleaning protocol will be activated.
- Program participants who cough, sneeze, or rub their eyes, nose, or mouth will be instructed to wash/ sanitize immediately and staff will make sure the proximal surfaces are wiped down.

**Santa Rosa ESD on behalf of Brook Hill Elementary** ("Organization") will pay the following for the presentation of the program on the Schedule below:

**Cost for 2 session(s): \$735.00**

**Mileage cost for over 20 miles away: \$75.00**

**Adjustments:**

**TOTAL PROGRAM COST: \$810.00**

*This registration contract must be signed by an authorized official and returned to the Hall.*

Email to: [lhsreg@berkeley.edu](mailto:lhsreg@berkeley.edu)

Fax to: 510-643-0994

Mail to: The Lawrence Hall of Science

Attn: Registration Office

1 Centennial Drive

Berkeley, CA 94720-5200

## **Responsibilities of Organization**

### **Agreement(s) and Payment Due Dates**

This contract, with authorized signature, needs to be received on the date indicated in the first paragraph above or your program will be cancelled. If a consultant agreement or additional agreement is required by your Organization, then the consultant agreement is due **30 days** from today, and your payment is due 45 days from today or 6 weeks prior to your program delivery date (whichever comes first). Payments can be made by Purchase order, Visa, MasterCard, Discover or American Express, or by a single check made payable to The Regents of the University of California.

### **Rescheduling**

You may reschedule your program up to 6 weeks in advance of the delivery date. Rescheduling will be done based on resource availability and cannot be guaranteed.

### **Cancellations**

You may cancel your program up to 6 weeks in advance of the delivery date with no penalty. For cancellations made less than 6 weeks in advance, no refunds will be issued.

### **Program Details**

You are responsible for checking the dates, times and program title and notifying us within 72 hours from the date we emailed the contract to you if there is an error so corrections can be made.

### **Maximum Enrollment**

Our maximum number of students per program is set to ensure the quality and safety of the experience; students exceeding the maximum enrollment will not be admitted. The maximum for your program is stated on the Hall website and in your sales item information.

### **Program Requirements**

Program location must be accessible by elevator and ramps and be available for program set up and clean up an hour prior to and post the program delivery times.

All programs on one day need to take place in the same location.

An Organization staff member or teacher/school staff member if the Site is a school needs to be present during all program presentations.

# The Lawrence Hall of Science

UNIVERSITY OF CALIFORNIA, BERKELEY

**Outreach Contract#: EMS16957 Program Date: 3/15/2022**

## **Indemnification**

1. Organization Indemnity. Organization shall defend, indemnify and hold the Regents of the University of California ("University"), its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Organization, its officers, employees, or agents.
2. University Indemnity. University shall defend, indemnify and hold Organization, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

## **Other Matters**

1. Any terms included in a purchase order issued pursuant to this contract will be binding only as to the terms of payment.
2. The undersigned is duly authorized by Organization to sign this contract and, if applicable, that Organization is duly authorized to represent third parties receiving the program hereunder.
3. **The Organization hereby agrees to attached Exhibit A.**

## **Organization**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title



**Outreach schedule for Tuesday, 3/15/2022 Contract#: EMS16957**  
**Total Cost: \$810.00 Payment Due: 2/15/2022**

Location Name: **Brook Hill Elementary**  
 Address, City, Zip: **1850 Vallejo Street, Santa Rosa, 95405**

Person making reservation: **Indy Monday (Principal)**  
 Reserver's Phone: **707-695-3272**

Contact person at site: **Indy Monday (Principal)**  
 Contact Email: **imonday@srcs.k12.ca.us**  
 Site Phone: **707-890-3915**  
 Fax#:

**Special considerations:** About 330 total students, grades KA-6 (includes 20 special needs Gr 4-6). Title 1 School & Pricing. Snack/Recess 9:20-10:20, Lunch 11:20-1, out at 2:26PM.

**\*12-14 adult volunteers required. \*\*Volunteers must arrive by 10:10 am (20 minutes prior to start of program).** Please be sure there is a clear path to the exit during breakdown.

All sessions must be held in same room, indoors. Nothing else going on in room during program and all must remain set up, safe & undisturbed during breaks. **1 hour set up, 1 hour breakdown.**

**NOTE: Precautions for Program Participants**

- Program Participants will **wear permitted masks** correctly over the nose & mouth at all times.
- If and when equipment needs to be shared between groups a cleaning protocol will be activated.
- Program participants who cough, sneeze, or rub their eyes, nose, or mouth will be instructed to wash/ sanitize immediately and staff will make sure the proximal surfaces are wiped down.

**The following programs(s) have been reserved and will be held at your site:**

<u>Time</u>	<u>Grade(s)</u>	<u>Students</u>	<u>Title</u>	<u>Room</u>
10:30-11:20	KA-3	172	Build, Engineer, and Invent!	MPR
1:00-1:50	4-6	154	Build, Engineer, and Invent!	MPR

**Space Below for staff only:**

Date Taken: Finalized 12/9/21 By: RM Review/Sent: 12/14/21 By: RM  
 Agreement Rec'd: \_\_\_\_\_ Sent to legal: \_\_\_\_\_ Ret'd from legal: \_\_\_\_\_ Ret'd to School: \_\_\_\_\_  
 BCMS #: \_\_\_\_\_ BCMS Entered on: \_\_\_\_\_ By: \_\_\_\_\_ Fully executed on: \_\_\_\_\_  
 PO#: \_\_\_\_\_ Amount: \_\_\_\_\_ Rec'd on: \_\_\_\_\_ By: \_\_\_\_\_ RTB: \_\_\_\_\_  
 Ck. or CC. Rec'd on: \_\_\_\_\_ Amount: \_\_\_\_\_ Receipt: \_\_\_\_\_ By: \_\_\_\_\_



## EXHIBIT A TO LAWRENCE HALL OF SCIENCE (LHS) OUTREACH AGREEMENT

The parties acknowledge that the situation with respect to COVID-19 is evolving and may involve LHS' required or voluntary compliance with national, state and local requirements, guidance, best practices and laws, as well as the University of California at Berkeley's policies and practices, all of which may impact the Program.

LHS has the right to cancel or modify the Program due to such required or voluntary compliance or due to other health and safety concerns, as determined by LHS in its reasonable discretion, and UC Berkeley is not responsible or liable for any losses or damages incurred by Organization or any other party arising out of any such cancellation or modification of the Program. LHS also has the right to deliver the Program remotely, for example, via Zoom or other electronic medium.

In the event LHS exercises such right to cancel the Program, Organization will be entitled to a refund of any pre-paid amounts. Organization will not be entitled to any refund or discount for remote delivery of the Program.

**Force Majeure.** If any Party fails to timely perform its obligations (other than payment obligations) under this Agreement because of natural disasters, labor disputes, strikes, actions of governmental authority, acts of terrorism, wars, judicial orders, epidemic, disease outbreak or other causes beyond the reasonable control of the Party obligated to perform, then that Party's performance (other than payment obligations) will be excused for the duration of such force majeure event.

**Responsibility for Participants.** All persons participating in the Program shall be under Organization's care, custody and control during the Program. Organization shall ensure that all participants comply with LHS rules (whether in-person or remote-delivery activities). LHS reserves the right to remove (or require the Organization to remove) participants that violate LHS rules (for in-person or remote activities, as applicable). For in-person activities, Organization is responsible for any participants that become ill during the activities, and for responding to such illness appropriately (e.g., removal from the activity, isolation, medical care and transport, as applicable).

# The Lawrence Hall of Science

UNIVERSITY OF CALIFORNIA, BERKELEY

**OUTREACH CONTRACT Contract#: EMS16966 Program Date: 4/12/2022**

This contract is subject to cancellation unless **total payment or a purchase order** in the amount of **\$810.00** is received by: 2/15/2022

Upon satisfaction of the terms and conditions set forth below, The Regents of the University of California, through its Lawrence Hall of Science, will present the following programs at the times and locations specified below and on the Schedule below:

Location: **Brook Hill Elementary**  
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Reserver's Phone: **707-695-3272**

Contact person at site: **Indy Monday (Principal)**  
Contact Email: **imunday@srcs.k12.ca.us**  
Site Phone: **707-890-3915**  
Fax#:

**Special considerations:** About 270 total students, grades 1--6 (includes 20 special needs Gr 4-6). Program not designed for grade K or lower. Title 1 School & Pricing. Snack/Recess 9:20-10:20, Lunch 11:20-1, out at 2:26PM.

**\*16 adult volunteers required. \*\*Volunteers must arrive by 10:10 am (20 minutes prior to start of program).** Please be sure there is a clear path to the exit during breakdown.

All sessions must be held in same room, indoors. Nothing else going on in room during program and all must remain set up, safe & undisturbed during breaks. **1 hour set up, 1 hour breakdown.**

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**Mileage cost for over 20 miles away: \$75.00**  
**Adjustments:**  
**TOTAL PROGRAM COST: \$810.00**

*This registration contract must be signed by an authorized official and returned to the Hall.*

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## **Responsibilities of Organization**

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### Maximum Enrollment

Our maximum number of students per program is set to ensure the quality and safety of the experience; students exceeding the maximum enrollment will not be admitted. The maximum for your program is stated on the Hall website and in your sales item information.

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# The Lawrence Hall of Science

UNIVERSITY OF CALIFORNIA, BERKELEY

**Outreach Contract#: EMS16966 Program Date: 4/12/2022**

## **Indemnification**

1. Organization Indemnity. Organization shall defend, indemnify and hold the Regents of the University of California ("University"), its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Organization, its officers, employees, or agents.
2. University Indemnity. University shall defend, indemnify and hold Organization, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

## Other Matters

1. Any terms included in a purchase order issued pursuant to this contract will be binding only as to the terms of payment.
2. The undersigned is duly authorized by Organization to sign this contract and, if applicable, that Organization is duly authorized to represent third parties receiving the program hereunder.
3. **The Organization hereby agrees to attached Exhibit A.**

## **Organization**

By: \_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Name and Title



**Outreach schedule for Tuesday, 4/12/2022 Contract#: EMS16966**  
**Total Cost: \$810.00 Payment Due: 2/15/2022**

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**The following programs(s) have been reserved and will be held at your site:**

Time	Grade(s)	Students	Title	Room
10:30-11:20	1-3	115	Environmental Detectives: A Murky Mystery	MPR
1:00-1:50	4-6	154	Environmental Detectives: A Murky Mystery	MPR

**Space Below for staff only:**

Date Taken: Finalized 12/9/21 By: RM Review/Sent: 12/14/21 By: RM  
 Agreement Rec'd:      Sent to legal:      Ret'd from legal:      Ret'd to School:       
 BCMS #:      BCMS Entered on:      By:      Fully executed on:       
 PO#:      Amount:      Rec'd on:      By:      RTB:  
 Ck. or CC. Rec'd on:      Amount:      Receipt:      By:



## EXHIBIT A TO LAWRENCE HALL OF SCIENCE (LHS) OUTREACH AGREEMENT

The parties acknowledge that the situation with respect to COVID-19 is evolving and may involve LHS' required or voluntary compliance with national, state and local requirements, guidance, best practices and laws, as well as the University of California at Berkeley's policies and practices, all of which may impact the Program.

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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 Kate Kinsella, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-3182-0-1140-1000-5880-250-5115  
CSI funding

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

Contract is:     New    X Renewal     Addendum     Amendment

Number of Individuals Served: 30-50 Teachers at MHS

X Approved at Site by\*: [Signature] Date: 12/17/21

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: Alicia Haley Date: 1/5/22

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Amy Hale Phone #: (707) 890-3830 ext 50104  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Feb. 24, 2022; Mar. 1, 2022; Mar. 8, 2022; Mar. 15, 2022

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: \_\_\_\_\_

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide market and provide the space for training. We will also compensate Kate Kinsella for her services. \$10,000 flat fee.

(b) CONTRACTOR's Responsibilities and Duties:

Provide a four-part (six-hours in total) training series for Montgomery High School staff focused on evidence-based instructional principles, practices and resources to structure productive academic interactions that promote English language proficiency, learner engagement, and curricular access for all students, including English learners and striving readers.

Provide a training handout in pdf format at least one week in advance for Montgomery High School to arrange for duplication or distribution. Provide practical digital assets for teachers to use and/or adapt to support implementation.

If teachers must return to virtual instruction due to health and safety concerns, sessions will be delivered virtually.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on February 1, 2022, and will continue through March 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 \$10,000. Dollars (\$10,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Provide a four-part (six-hours in total) training series for Montgomery High School staff focused on evidence-based instructional principles, practices and resources to structure productive academic interactions that promote English language proficiency, learner engagement, and curricular access for all students, including English learners and striving readers. Provide a training handout in pdf format at least one week in advance for Montgomery High School to arrange for duplication or distribute. Provide practical digital assets for teachers to use and/or adapt to support implementation.

\$2,500.00 per 90-minute training

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?):

Montgomery High School teachers and administrators will learn how to:

- Provide mindful modeling of academic language throughout lesson delivery
- Set up interactive lesson tasks with verbal clarity, visual support, and requisite modeling
- Establish schoolwide scholarly interaction protocols for higher ed and workplace success
- Facilitate productive student interaction and collaboration with clear language targets
- Design and assign response frames that model and scaffold competent communication
- Utilize practical resources aligned with academic speaking and listening standards
- Monitor independent writing and partner interactions prior to whole-class discussions
- Elicit contributions from a diverse range of students including English learners
- Encourage thoughtful elaboration from contributors during whole-class discussions
- Integrate accountable listening tasks for lesson discussions with clear language targets
- Provide focused, respectful and actionable feedback on lesson contributions

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

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

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](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Kate Kinsella

Street: 716 Johnson St.

City/State/Zip: Healdsburg, CA 95448.

Phone: 707.473.9030

Email: [drkate@drkatekinsella.com](mailto:drkate@drkatekinsella.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 \_\_\_\_\_, 202\_\_.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

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

Rick Edson

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

Deputy Superintendent

Title: \_\_\_\_\_

mmartin@srcs.k12.ca.us

Email: \_\_\_\_\_

707-890-3800 x80201

Phone: \_\_\_\_\_



1. **AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice at least 90 days (before the end of any term) that you want to return the Equipment. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** You agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to one of the following options, the selection of which is at our sole discretion: (1) we may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (2) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. **NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT.** We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. You agree that we may sell or assign the Agreement without notice and the new Owner will have the same rights that we have now and will not have to perform any of our obligations. You agree that the new Owner will not be subject to any claims, defenses, or offsets that you may have against us.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. **YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE.** Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **FAXED OR SCANNED DOCUMENTS, OR E-SIGNATURE, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission, or e-signature of the documents. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your faxed, scanned or original signature, and which bears our original signature and such original shall constitute "Tangible Chattel Paper" under the UCC. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. **WARRANTY DISCLAIMERS:** **YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. THIS AGREEMENT IS A NET AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.**

9. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Owner, concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Owner or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Owner or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, **YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.**

10. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation, black toner and developer, and color toner and developer (if applicable). Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you. This Agreement does not support any I.T. services and/or any third party software unless otherwise described on this Agreement.

11. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the "cost per image" charge that exceeds the number of images originally designated in this Agreement ("Overages") by a maximum of 10% of the existing "cost per image" charge.

12. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

# ADDENDUM TO LEASE, RENTAL, OR OTHER FINANCE AGREEMENT

AGREEMENT NUMBER: \_\_\_\_\_

LESSEE/CUSTOMER NAME: City of Santa Rosa Elementary School District

LESSEE/CUSTOMER ADDRESS: 211 Ridgway Avenue, Santa Rosa, Ca. 95401

This Addendum supplements the provisions of the \_\_\_\_\_ Agreement identified above (“**Agreement**”). You and We make this Addendum an integral part of the Agreement. Capitalized terms used in this Addendum that are not defined will have the meanings specified in the Agreement. If there is any conflict between the Agreement and this Addendum, then this Addendum will control and prevail.

- Funding Intent.** You reasonably believe that sufficient funds can be obtained to make all Lease or Rental Payments and other payments during the term of this Agreement. You affirm that funds to pay Lease or Rental Payments and other payments under this Agreement are available for Your current fiscal year. You and We agree that Your obligation to make Lease or Rental Payments under this Agreement will be Your current expense and will not be interpreted to be a debt in violation of applicable law or constitutional limitations or requirements. Nothing contained in this Agreement will be interpreted as a pledge of Your general tax revenues, funds or moneys.
- Use of Equipment.** The Equipment will be operated and controlled by You and will be used for essential government purposes and will be essential for the term of this Agreement.
- Signatures.** You warrant You have taken the necessary steps; including any legal bid requirements under applicable law to arrange for acquisition of the Equipment; the approval and execution has been in accordance with all applicable open meeting laws; and that a resolution of Your governing body authorizing execution of the Agreement has been duly adopted and remains in full force and effect.
- Non-Appropriation of Funds.** If sufficient funds are not appropriated and budgeted by Your governing body in any fiscal year for Lease or Rental Payments or other payments due under this Agreement, this Agreement will terminate as of the last day of Your fiscal year for which funds for Lease or Rental Payments are available. You will give Us written notice within fifteen (15) days of the occurrence of such non-appropriation. Such termination is without any expense or penalty, except for the portions of the Lease or Rental Payments and those expenses associated with Your return of the Equipment in accordance with Section 3 of this Agreement for which funds have been budgeted and appropriated or are otherwise legally available. You agree that, to the extent permitted by law, (x) You will not terminate this Agreement if any funds are appropriated by You or to You for the acquisition or use of equipment or services performing similar functions to the Equipment during Your fiscal year in which such termination would occur and (y) You will not spend or commit funds for the acquisition or use of equipment or services performing functions similar to the Equipment until the fiscal year following the fiscal year for which funds were first not available for the Lease or Rental Payments.

**All other terms and conditions of the Agreement shall remain in full force and effect.**

\_\_\_\_\_  
Lessor/Owner

X

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
Date

~~\_\_\_\_\_  
Lessee/Customer~~

~~\_\_\_\_\_  
Authorized Signature~~

~~\_\_\_\_\_  
Print Name and Title~~

~~\_\_\_\_\_  
Date~~

# Santa Rosa Elementary School District Schedule A Equipment List

Make	Model	Ser. #	Make	Model	Ser. #	Make	Model	Ser. #	Make	Model	Ser. #
KYOCERA	TASKALFA 3501I	L7S5713272	CANON	VARIOPRINT 135	698009517	KYOCERA	TASKALFA 3501I	L7S5713281	KYOCERA	TASKALFA 4501I	L7N5507642
KYOCERA	TASKALFA 3501I	L7S5813693	CANON	VARIOPRINT 135	698009523	KYOCERA	TASKALFA 3501I	L7S5713631	KYOCERA	TASKALFA 3051CI	L855209946
KYOCERA	TASKALFA 3501I	L7S5713456	CANON	VARIOPRINT 135	698009592	KYOCERA	TASKALFA 3501I	L7S5713606	KYOCERA	TASKALFA 3501I	L7S5713429
KYOCERA	TASKALFA 3501I	L7S5713200	CANON	VARIOPRINT 135	698009580	KYOCERA	TASKALFA 3501I	L7S5713184	KYOCERA	TASKALFA 3501I	L7S5713598
KYOCERA	TASKALFA 3501I	L7S5713624	KYOCERA	TASKALFA 3051CI	L855913499	KYOCERA	TASKALFA 3501I	L7S5713521	KYOCERA	TASKALFA 4501I	L7N5507646
KYOCERA	TASKALFA 3501I	L7S5713199	KYOCERA	TASKALFA 3351CI	L855X14372	KYOCERA	TASKALFA 3501I	L7S5713172	KYOCERA	TASKALFA 3501I	L7S5713170
KYOCERA	TASKALFA 3501I	L7S5713632	KYOCERA	TASKALFA 3501I	L7S5713395	KYOCERA	TASKALFA 3501I	L7S5713124	KYOCERA	TASKALFA 3501I	L7S5713171
KYOCERA	TASKALFA 3501I	L7S5713149	KYOCERA	TASKALFA 3501I	L7S5713129	KYOCERA	TASKALFA 8001I	L8T5902949	KYOCERA	TASKALFA 3501I	L7S5713284
KYOCERA	TASKALFA 3501I	L7S5713328	KYOCERA	TASKALFA 3501I	L7S5713139	KYOCERA	TASKALFA 8001I	L8T5902719	KYOCERA	TASKALFA 3501I	L7S5713198
KYOCERA	TASKALFA 3501I	L7S5713146	KYOCERA	TASKALFA 3501I	L7S5713286	KYOCERA	TASKALFA 3051CI	L855109844	KYOCERA	TASKALFA 3501I	L7S5713114
KYOCERA	TASKALFA 3501I	L7S5713437	KYOCERA	TASKALFA 3501I	L7S5713283	KYOCERA	TASKALFA 3501I	L7S5713337	KYOCERA	TASKALFA 3501I	L7S5713201
KYOCERA	TASKALFA 4501I	L7N5708538	KYOCERA	TASKALFA 3501I	L7S5713174	KYOCERA	TASKALFA 3501I	L7S5713120	KYOCERA	TASKALFA 3051CI	L855109607
KYOCERA	TASKALFA 3051CI	L855109307	KYOCERA	TASKALFA 3501I	L7S5713191	KYOCERA	TASKALFA 3501I	L7S5713134	KYOCERA	TASKALFA 3051CI	L855713131
KYOCERA	TASKALFA 3501I	L7S5713290	KYOCERA	TASKALFA 3501I	L7S5713181	KYOCERA	TASKALFA 3501I	L7S5713123	KYOCERA	TASKALFA 3501I	L7S5713423
KYOCERA	TASKALFA 3501I	L7S5713445	KYOCERA	TASKALFA 3501I	L7S5713278	KYOCERA	TASKALFA 3501I	L7S5713254	KYOCERA	TASKALFA 3501I	L7S5713178
KYOCERA	TASKALFA 3501I	L7S5713205	KYOCERA	TASKALFA 3501I	L7S5713195	KYOCERA	TASKALFA 3501I	L7S5713143	KYOCERA	TASKALFA 3501I	L7S5713180
KYOCERA	TASKALFA 3501I	L7S5713285	KYOCERA	TASKALFA 3501I	L7S5813671	KYOCERA	TASKALFA 4501I	L7N5507611	KYOCERA	TASKALFA 3501I	L7S5713210
KYOCERA	TASKALFA 3051CI	L855209904	KYOCERA	TASKALFA 3501I	L7S5713447	KYOCERA	TASKALFA 4501I	L7N5507632	KYOCERA	TASKALFA 3501I	L7S5713128
KYOCERA	TASKALFA 3501I	L7S5713131	KYOCERA	TASKALFA 6501I	L8X5603143	KYOCERA	TASKALFA 3051CI	L855109368	KYOCERA	TASKALFA 3501I	L7S5713623
KYOCERA	TASKALFA 3501I	L7S5713135	KYOCERA	TASKALFA 3051CI	L855913458	KYOCERA	TASKALFA 3501I	L7S5713244	KYOCERA	TASKALFA 3501I	L7S5713626
KYOCERA	TASKALFA 3501I	L7S5713211	KYOCERA	TASKALFA 3501I	L7S5713141	KYOCERA	TASKALFA 3501I	L7S5713472	KYOCERA	TASKALFA 3501I	L7S5713473
KYOCERA	TASKALFA 3501I	L7S5713151	KYOCERA	TASKALFA 3501I	L7S5713493	KYOCERA	TASKALFA 3501I	L7S5713291	KYOCERA	TASKALFA 3501I	L7S5713126
KYOCERA	TASKALFA 3501I	L7S5713537	KYOCERA	TASKALFA 3501I	L7S5713490	KYOCERA	TASKALFA 3501I	L7S5713536	KYOCERA	TASKALFA 3501I	L7S5713556
KYOCERA	TASKALFA 3501I	L7S5713622	KYOCERA	TASKALFA 3501I	L7S5713626	KYOCERA	TASKALFA 3501I	L7S5713127	163 record(s)		
KYOCERA	TASKALFA 3501I	L7S5713629	KYOCERA	TASKALFA 3501I	L7S5713473	KYOCERA	TASKALFA 3501I	L7S5713208			
KYOCERA	TASKALFA 3501I	L7S5713465	KYOCERA	TASKALFA 3501I	L7S5713405	KYOCERA	TASKALFA 3501I	L7S5713143			
KYOCERA	TASKALFA 3501I	L7S5713494	KYOCERA	TASKALFA 3501I	L7S5713408	KYOCERA	TASKALFA 3051CI	L855713118			
KYOCERA	TASKALFA 3501I	L7S5813692	KYOCERA	TASKALFA 3501I	L7S5713166	KYOCERA	TASKALFA 3501I	L7S5713130			
KYOCERA	TASKALFA 3501I	L7S5813694	KYOCERA	TASKALFA 3501I	L7S5713116	KYOCERA	TASKALFA 3501I	L7S5713207			
KYOCERA	TASKALFA 3501I	L7S5813670	KYOCERA	TASKALFA 3051CI	L855X14279	KYOCERA	TASKALFA 3501I	L7S5713630			
KYOCERA	TASKALFA 3501I	L7S5813666	KYOCERA	TASKALFA 3501I	L7S5713346	KYOCERA	TASKALFA 3501I	L7S5713125			
KYOCERA	TASKALFA 3501I	L7S5713384	KYOCERA	TASKALFA 3501I	L7S5713627	KYOCERA	TASKALFA 3501I	L7S5713117			
KYOCERA	TASKALFA 3501I	L7S5713204	KYOCERA	TASKALFA 3501I	L7S5713277	KYOCERA	TASKALFA 3501I	L7S5713613			
KYOCERA	TASKALFA 3501I	L7S5713635	KYOCERA	TASKALFA 3501I	L7S5713189	KYOCERA	TASKALFA 3501I	L7S5713633			
KYOCERA	TASKALFA 3501I	L7S5713176	KYOCERA	TASKALFA 3501I	L7S5713443	KYOCERA	TASKALFA 3501I	L7S5713279			
KYOCERA	TASKALFA 3501I	L7S5813684	KYOCERA	TASKALFA 3501I	L7S5713458	KYOCERA	TASKALFA 3501I	L7S5713203			
KYOCERA	TASKALFA 3501I	L7S5713177	KYOCERA	TASKALFA 3501I	L7S5713133	KYOCERA	TASKALFA 3501I	L7S5713122			
KYOCERA	TASKALFA 3501I	L7S5713385	KYOCERA	TASKALFA 3501I	L7S5713634	KYOCERA	TASKALFA 3501I	L7S5713218			
KYOCERA	TASKALFA 3501I	L7S5713197	KYOCERA	TASKALFA 3501I	L7S5713407	KYOCERA	TASKALFA 3501I	L7S5713218			
KYOCERA	TASKALFA 3501I	L7S5713187	KYOCERA	TASKALFA 6501I	L8X5603144	KYOCERA	TASKALFA 3501I	L7S5713140			
KYOCERA	TASKALFA 3501I	L7S5713287	KYOCERA	TASKALFA 3051CI	L855712181	KYOCERA	TASKALFA 3501I	L7S5713132			
KYOCERA	TASKALFA 4501I	L7N5708560	KYOCERA	TASKALFA 3051CI	L855109681	KYOCERA	TASKALFA 8001I	L8T5902428			
KYOCERA	TASKALFA 8001I	L8T5902763	KYOCERA	TASKALFA 3501I	L7S5713153	KYOCERA	TASKALFA 3051CI	L855109843			
KYOCERA	TASKALFA 8001I	L8T5902726	KYOCERA	TASKALFA 3501I	L7S5713409	KYOCERA	TASKALFA 3501I	L7S5813697			
KYOCERA	TASKALFA 8001I	L8T5902634	KYOCERA	TASKALFA 3501I	L7S5713144	KYOCERA	TASKALFA 3501I	L7S5713138			
CANON	IR ADVANCE 8295	KZZ06079	KYOCERA	TASKALFA 3501I	L7S5713513	KYOCERA	TASKALFA 3501I	L7S5713251			
			KYOCERA	TASKALFA 3501I	L7S5713118	KYOCERA	TASKALFA 8001I	L8T5902632			

Equipment List Acknowledgement Signature: 



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 Maxim Healthcare Staffing, 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:

Funding Category: Base Supplemental Concentration
Restricted: Other: ESSER III Funds

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: District-wide as needed

Approved at Site by\*: Date:

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: Date: 1-6-22

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Steve Mizera, Ed. Services Phone #: 30805
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: January 13, 2022 Proposed Contract End Date: June 30, 2022
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:

Orientation. DISTRICT will facilitate MAXIM Personnel in obtaining an adequate and timely orientation to Schools and Service Locations. DISTRICT shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the DISTRICT as it pertains to OSHA requirements for blood borne pathogens, as well as any of the DISTRICT'S specific policies and procedures provided to MAXIM for such purpose.

Responsibility for Student and District Staff Care. DISTRICT'S responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, California Department of Health Guidelines for re-opening of schools and any other applicable federal or state law and guidelines.

DISTRICT retains full authority and responsibility for directing the Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to:, Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, DISTRICT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by DISTRICT.

Work Environment. DISTRICT will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). DISTRICT will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by DISTRICT.

(b) CONTRACTOR's Responsibilities and Duties:

Supplemental Staffing Service(s). CONTRACTOR will, upon request by DISTRICT, provide supplying 15 COVID Admin Assistants and/or comparable Personnel to Santa Rosa City Schools to help support COVID testing efforts as specified by DISTRICT (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. The Contractor will provide Personnel who work under the Direction of the Superintendent's Designee. The Personnel will responsible to be available at the hours and days of school business hours. Unless otherwise noted, the Personnel are expected to provide their own transportation to and from the job site assigned to them. The Contractor will provide staff adequate to the work assigned them and as agreed upon with the Client.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on January 13, 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 Three Hundred Seventy-Five Thousand Dollars (\$375,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Not to exceed the amount of \$450,000

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

The proposed bill rate of \$45/hr. will help with ensuring that we can hire quickly to match the requested number of staffs by an estimated 1/13/22 start date by giving us the flexibility to offer more competitive pay packages to potential candidates and help with attracting interest in the role.

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

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

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

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

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

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

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

10. Indemnification:

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

(d) 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules,

regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

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

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

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

**CONTRACTOR:**

Name: Maxim Healthcare Staffing Services, Inc.

Attention: Contracts Department

Street: 7227 Lee DeForest Drive

City/State/Zip: Columbia, MD 21046

Phone: 410-910-1500

Email: Contracts@maxhealth.com

**COPY TO:**

Maxim Healthcare Staffing Services, Inc.

6475 Christie Ave

Emeryville, CA 94608

ATTN: Richard Rodriguez

510-982-3817

[rrodri@maxhealth.com](mailto:rrodri@maxhealth.com)

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

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

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

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

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

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

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

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

Rick Edson

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

Deputy Superintendent

Title: \_\_\_\_\_

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

Email: \_\_\_\_\_

707-890-3800

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 NELSON STAFFING, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-3213-0-1778-3140-5800-119-5198 - 30%
01-3213-0-1778-3140-5800-249-5198 - 70%
Funding Category: [ ] Base [ ] Supplemental [ ] Concentration
[ ] Restricted: \_\_\_\_\_ X Other: ESSER III FUND

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

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

Number of Individuals Served: District Wide

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: 1-6-22

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Steve Mizera Phone #: 890-3800 x80302
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: January 13, 2022 Proposed Contract End Date: June 30, 2022

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 8-1-2021

## Service Agreement

This Agreement is made and entered into on August 27, 2021 by and between Gary D. Nelson Associates, Inc. ("Nelson") located at 19080 Lomita Avenue, Sonoma, CA. 95476, and Santa Rosa City School District ("Client"), located at 211 Ridgway Avenue Santa Rosa, CA. 95401, and is subject to the Agreement Terms and Conditions below. Nelson will provide services under this Agreement to Client effective August 27, 2021 and remain in effect until August 27, 2022. Nelson and Client shall be referred to collectively as the "Parties," or individually as a "Party."

**Compliance with the Law.** The Parties agree to comply with all applicable federal, state, and local laws relating to employment matters including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, and the Civil Rights Acts of 1966, 1970, and 1971.

**Nature of Relationship.** The services that Nelson will render to Client under this Agreement will be as a vendor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between Nelson and Client.

**Pricing and Terms for Services Provided by Nelson Staffing, a division of Gary D. Nelson Associates, Inc. ("Nelson"). This pricing does not apply to any other divisions of Nelson.**

- **Temporary Rate:** 60% markup above employee pay rate.
- In California, any hours worked in excess of 8 hour per day or 40 hours per week will be billed at time and one-half (1 ½) the hourly bill rate. All Nelson temporary employees will be paid overtime as required by state and federal wage and hour laws.
- A Statutory Surcharge will be added to each invoice for costs relating to local, city, state, and/or federally mandated employee benefits and/or training.
- Nelson will bill back to Client the cost of sick leave taken by employees at the regular hourly rate.
- Nelson reserves the right to request from the Client an increased markup and may adjust the Statutory Surcharge due to changes to the mandated employee benefits and/or training.
- **Temporary-to-Hire Fee Terms:** The fee to hire our temporaries on full-time is as follows. The fee will be twenty-five percent (25%) of the candidate's expected base salary based on the schedule below. Part-time roles have a minimum fee of \$5,500.

Hours	Credit
0 – 180	No credit
181 – 360	Credit of 25% for fee
361 – 540	Credit of 50% of fee
541 – 720	Credit of 75% of fee
721+	\$1,000 conversion fee

- **Temporary Services Guarantee:** Nelson offers an 8-hour guarantee for all temporary positions. If for any reason the candidate does not meet your expectations and you are not completely satisfied, you have no obligation to pay for the first 8 hours of service.
- **Screening:** Client has indicated that pre-employment drug and background screening is not required under this contract.
- **Direct Hire Fee:** It has been agreed between the parties that there will be a fee equal to twenty-five percent (25%) of the candidate's first year's salary during the candidate's first year of employment.
- **Direct Hire Guarantee:** Each placement is guaranteed for thirty (30) calendar days, effective the day the candidate begins. If the employer terminates for cause or the employee voluntarily resigns during the first thirty (30) calendar days, the fee will be prorated at 1/30<sup>th</sup> of the original fee for each consecutive calendar day employed, and the portion of the fee that exceeds that amount will be promptly refunded. This guarantee is only valid if the invoice is paid within ten (10) days of candidate start date and void in the case of company downsizing, reorganization, sale, merger, relocation, or other significant changes in the conditions of the role or agreed upon compensation provided to the candidate.

- **Payroll Services:** Nelson's payroll services are available upon Client's request. These individuals may be former Client employees, or other individuals Client has identified for temporary work at Client's Company. Client agrees to comply with all employment laws governing its relationship with payrolled workers and agrees to indemnify and hold Nelson harmless from claims arising from Client's employment relationship with such workers. Hourly bill rate to be determined on a case-by-case basis.
- **Payroll Markup Rate:** 50% mark-up above employee pay rate.
- **Payment Terms:** Payment is due within ten (10) days from the date of invoice. Direct Hire placement invoices are submitted on the start date of the candidate. Temporary and consulting services invoices are processed weekly and are generated from the employee's timecard. If it becomes necessary to file suit for collection purposes, attorney's fees shall be paid to the prevailing party. Any amounts not paid within thirty (30) days of the due date shall be subject to a finance charge of 1.5% per month (18% per annum).
- **Indemnification:** Each party agrees to indemnify, defend, and hold the other, and its officers, directors, employees, and agents harmless from any claim which arises out of the indemnifying party's failure to comply with the terms of this Agreement; violation of applicable federal, state, or local law; or negligence. Promptly upon becoming aware of a claim subject to indemnification under this Agreement, the indemnified party must give notice of the claim to the indemnifying party, accompanied by a copy of any written documentation regarding the claim received by the indemnified party. The indemnifying party will, at its option, settle or defend, at its own expense and with its own counsel, the claim. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense; however, the indemnifying party will have the right to control the settlement or defense of the claim. The indemnifying party will not enter into any settlement that imposes any liability or obligation on the indemnified party without the indemnified party's prior written consent. The parties will cooperate in the settlement or defense and give each other full access to all relevant information.

### **Client Responsibilities:**

- **Confidentiality:** The candidates whom Nelson presents to Client are obtained as a result of Nelson's work and reputation and these candidates may want their job search to be kept confidential. Client and its agents agree to keep confidential the identities and related information concerning Nelson candidates. The information is to be used solely for the purpose of Client considering these candidates for employment by Client and with Client agreeing to not contact either candidate or any related references without Nelson's prior permission.
- **Cash and Valuables:** Client shall not entrust Nelson employees with unattended premises, or give access to Nelson employees any cash, cash negotiables, or other valuables, without Nelson's prior written consent. Client agrees to waive any claim against Nelson and to hold Nelson harmless and to indemnify Nelson from any costs, claims or losses which occur in whole or in part from Client's failure to comply with this provision.
- **Training and Supervision:** Client agrees that Nelson employees will be adequately protected, trained, and supervised and provided with the equipment and supervisory protection necessary to the preservation of their right of privacy, their ability to perform their assignment, and their safety, as required by law. Client shall comply with its legal obligations to protecting Nelson employees from harassment, or any improper interference with their ability to perform their work.
- **Notification of Changes to Personnel's Job Duties:** Client agrees, upon any change in job duties from those for which Personnel was initially placed, to obtain written agreement from Nelson. This is necessary to ensure that Nelson is properly informed in order to assess the risk of the duties and responsibilities of Nelson Personnel. If Client makes a change without Nelson's written consent, then Client agrees to reimburse Nelson for any additional cost incurred, including, without limitation, the increased cost of insurance premiums for Worker's Compensation coverage.
- If Nelson's candidate is referred to Client and is not hired, but Client refers the candidate to another division of Client Company, or a different company resulting in the candidate hiring, Client is liable for the fee.
- Should Client decide to hire or contract with any Nelson candidate that was placed at Client Company through Nelson, or interviewed as a result of Nelson, and do so without Nelson's written consent, Client agrees, even if the candidate was referred to a position by another agency, to pay Nelson a placement fee equal to twenty-five percent (25%) of the first year's salary effective as of the date of Client hiring contract. This obligation continues for 365 days from the day Nelson presented the candidate or the last day the candidate was on Nelson payroll.

## Service Agreement

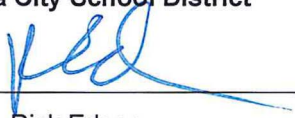
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- Client agrees that should they, their subsidiary, or any related company, decide to hire or contract with a Nelson internal employee for any position, and do so without Nelson's written consent, to pay Nelson a placement fee in the amount of twenty-five percent (25%) of the employee's base salary due and payable within ten (10) days. This obligation continues for 365 days from the last day that Nelson is responsible to pay employee.
- Client warrants that the signature on the timecard certifies that the hours worked are correct and acceptable to Client for billing purposes, and that the work was performed in a satisfactory manner.
- Non-exempt employees furnished by Nelson to Client shall submit timecards to Client each week recording the number of hours worked in the preceding calendar week. Client shall review and approve those timecards, which accurately state the number of hours worked. The timecards approved by Client shall be the basis of the amounts billed to Client by Nelson for the services of its employee. Client approved timecards must be submitted to Nelson by the following deadlines: (i) Paper Timecards must be submitted by 10:00 am on Monday; (ii) electronically through NelsonTime must be submitted by 2:00 pm Monday.

The individual signing this Agreement on behalf of Client represents and warrants that he/she has the authority to enter into this Agreement on behalf of Client and to bind Client to the terms hereof.

**Santa Rosa City School District**

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



Print Name: Rick Edson

Title: Deputy Superintendent

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

**Gary D. Nelson Associates, Inc.**

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

Print Name: Joseph T. Prusko

Title: Chief Financial Officer

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 Portuguese Futbol 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: 07 - 0500 - 0 - 1140 - 1000 - 5800 - 127 - 5114

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: 900

Approved at Site by\*: Karolina Gage    Date: 1/5/2022  
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Karolina Gage    Phone #: 707-480-8972

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 1/18/2022    Proposed Contract End Date: 6/3/2022

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

Fiscal Services Authorizer

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

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

(b) CONTRACTOR's Responsibilities and Duties:

Portuguese Futbol Academy will provide an in school enrichment program that involves sports to support the schools physical and mental aspect during lunch. Each child will be able to participate in sports while learning to love being active. Using fun games to improve technical, tactical, physical and mental.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on January 21, 2022, and will continue through February 25, 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 \$1140.00 Dollars (\$240.00/day) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Portuguese Futbol Academy will run a weekly 3-hour lunchtime activities program on Fridays from 10:15 am-1:15 pm. Students will be able to participate in supervised lunchtime activities upon finishing their lunch. Activities include classic soccer games such as sharks and minnows, steal the bacon, red-light-green-light. Activities also include soccer and basketball games.

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]

Students social emotional well being will be improved by evidenced on Panorama and Youth Truth Surveys.

Student will have increased minutes of physical education.

Students will have organized games, resulting in less conflict management issues during lunch.

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

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

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.

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

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

**CONTRACTOR:**

Name:Alek Cordeiro

Street:79 William Street Unit O

City/State/Zip:Cotati, CA 94931

Email:portugueseacademy@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 5<sup>th</sup> DAY OF January, 2022

**DISTRICT**

**AUTHORIZED SIGNER or CONTRACTOR**

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

Rick Edson

Deputy Superintendent

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

707-890-3800 x80201

Signature: 

Print Name: Alek Cordeiro

Title: Founder

Email: portuguesefootballacademy@gmail.com

Phone: 408-500-5708