



HappyNumbers.com

Happy Numbers, Inc.

2345 Yale Street., 1st Floor
PALO ALTO CA 94306
UNITED STATES

billing@happynumbers.com

Phone: 1-800-815-1574

Fax: (650) 618-8611

Tax ID: 46-5398100

W-9 form: happynumbers.com/w9

QUOTE #13634

Quote Date: 27 Jun 2022

Expires: 01 Aug 2022

Prepared for: Alisa Haley (ahaley@srcs.k12.ca.us)
Brook Hill Elementary School and Steele Lane Elementary School

Item	Qty.	Price
Premium student license for Brook Hill Elementary School	100	\$ 14.50

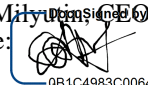
*All licensing valid through June 30, 2023

Renewal of School Subscription for 2022-2023 for Steele Lane Elementary School	1	\$ 2900.00
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*All licensing valid through June 30, 2023

Happy Numbers subscription for Brook Hill Elementary and Steele Lane Elementary

Total: \$ 4350.00

Happy Numbers Inc.
Evgeny Milyutin, CEO
Signature: 

Date: 06/27/2022

To accept this Quote, please sign here:

_____ (Signature) _____ (Print Name) _____ (Date)

To place your order, choose the option that is easiest for you:

- Purchase Order:

Email us your PO to billing@happynumbers.com or fax it to 650-618-8611 including this quote, and we'll process it within 1 business day.

- Credit Card payment:

Send us an email to billing@happynumbers.com and we will assist you.

QUOTE #347066331



Quote Issued: February 15, 2022
Quote Expires: August 01, 2022

Prepared for: Steele Lane Elementary School
Santa Rosa, CA 95403

Happy Numbers, Inc.
2345 Yale Street, 1st Floor
PALO ALTO, CA 94306
billing@happynumbers.com
Phone: 1-800-815-1574
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Tax ID: 46-5398100

Item	Qty.	Price
Renewal of School Subscription for 2022-2023	1	\$ 2,900.00

*All licensing valid through June 30, 2023

Happy Numbers subscription for Steele Lane Elementary

Total: \$ 2,900.00

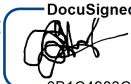
To accept this Quote, please sign here:

_____ (Signature) _____ (Print Name) _____ (Date)

Email your Purchase Order to billing@happynumbers.com (or Fax it to 650-618-8611) including this Quote and we will process it within 1 business day.

Our W-9 is below (page 2 of this quote) or you can download it here: happynumbers.com/w9

Happy Numbers Inc.

Signature:  DocuSigned by:
0B1C4983C00645C...

Print Name: Evgeny Milyutin

Title: CEO

Date: 06/10/2022



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 Learning A-Z, hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

Funding Category: Base Supplemental Concentration

Restricted: _____ Other ESSERS

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 3500 students, KA-4

Approved at Site by*: _____ Date: _____

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

Departmental Approval**: _____ Date: _____

Signature-DISTRICT OFFICE DEPT.**

Contract Created by: Kelley Dillon, Executive Director, Educational Services Phone #: 707-890-3800 x 80304

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 28, 2022 Proposed Contract End Date: June 30, 2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

Verified by: _____ Date: _____

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District shall:

1. Provide administrative support to all sites especially in the area of internet access, technology support and assignment of program licenses
2. Schedule and coordinate any district trainings or meetings to supports sites in the use of Learning A-Z resources
3. Encourage and support the use of Learning A-Z resources in KA-4th grade within our district adopted Collaborative Curriculum Design units of study as a tool to support student literacy

(b) CONTRACTOR's Responsibilities and Duties:

The Contractor shall:

1. Provide 210 licenses for Learning A-Z products (RAZ Plus and Science A-Z) to elementary school teaching staff
2. Provide support as coordinated with the District including the following:
 - a. 3 program orientation webinars

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 28 2022, and will continue through June 30, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Sixty-Three Thousand, Five Hundred Four Dollars (\$63,504). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

District shall pay the contractor upon invoice.

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

Learning A-Z resources will be incorporated into the Collaborative Curriculum Design Units of Study.

All students in grades KA-4th will have a Learning A-Z account that can be accessed both at school and at home.

Teachers in grades KA-4th grade will utilize the resources in Learning A-Z to support the building of literacy skills, including fluency, vocabulary and comprehension.

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

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

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

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

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

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations

under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the Health Insurance Portability and Accountability

Act of 1996 (HIPAA), student records under the Family Educational Rights and privacy Act (FERPA), and under provisions of state law and DISTRICT policy relating to privacy. CONTRACTOR shall ensure that all activities undertaken pursuant to this CONTRACT comply with these requirements.

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707.890.3800 x80201

mmartin@srcs.k12.ca.us

CONTRACTOR:

Learning A-Z,LLC

1840 E River Rd Suite 200

Tucson AZ 85715

866-889-3729

sales@learninga-z.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 15th DAY OF July, 2022

DISTRICT

Signature: _____

Associate Superintendent, Business Services

mmartin@srcs.k12.ca.us

707.890.3800 x80201

AUTHORIZED SIGNER OR CONTRACTOR

Signature:  _____

Print Name: Aaron Ingold

Title: Sr Vice President of Sales

Email: sales@learninga-z.com

Phone: 866-889-2729



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Luther Burbank Center for the Arts, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

Funding Category: Base Supplemental Concentration
Restricted: _____ Other: LCAP

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

Contract is: New x Renewal Addendum Amendment

Number of Individuals Served: 50 teachers

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

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

Contract Created by: Kelley Dillon Phone #: 707-890-3800 x 80304
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2022 Proposed Contract End Date: June 30, 2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District will:

- Promote the two professional development workshops for SRCS staff held on site at two of our elementary school sites, one held Fall 2022 and the other Spring 2023
- Work with hosting school sites to identify a demo classroom and a meeting location for lesson debrief and collaboration
- Support securing of substitute teachers so that teachers can attend
- Compensate two Teaching Artists/Presenters \$750.00 each, payable to Luther Burbank Center for the Arts
- Provide Center with a list with participant names, grade, school name, and email address prior to the workshop

(b) CONTRACTOR's Responsibilities and Duties:

The Contractor will:

- Contract two Teaching Artists to present two separate on-site workshops, one in Fall 2022 and the other in Spring 2023
- Each workshop will focus on arts integration through a content area or social-emotional learning and include a classroom demo followed by time to debrief and collaborate
- Compensate two Teaching Artists \$750.00 each for presenting a workshop
- Provide and facilitate both workshops
- Provide post-workshop evaluation to the District

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2022 and will continue through June 30, 2023 subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One Thousand Five Hundred Dollars (\$1,500) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment upon receipt of invoice:

\$750.00 for each Teaching Artist/Presenter for a total not to exceed \$1500.00

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?):

We will look at the metrics for:

- Attendance:
- A total of 50 teachers/staff will participate in the LBC workshops.
- Post-workshop evaluation:
- 90% of participants feel prepared to utilize techniques addressed in their instruction.
- 90% of participants feel that the workshop will have direct impact on their teaching

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

Provides participants with tangible and relevant teaching and learning practices that will support students to graduate and be college and career ready.

Provides content that increases student and family wellness and engagement through wellness and support for staff.

Through staff participation, serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.

Provides safe and inviting facilities with current technology.

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Luther Burbank Center for the Arts

50 Mark West Springs Rd.

Santa Rosa, CA 95403

707.800.7529

tsawyer@lutherburbankcenter.org

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

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

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

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

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

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

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Associate Superintendent, Business Services

mmartin@srcs.k12.ca.us

707-890-3800 x80201



Ashleigh Worley

Director of Education & Community Engagement

aworley@lutherburbankcenter.org

707.800.7528

ENERGY SERVICES CONTRACT

This Contract ("**Contract**") is made and entered into as of August 1, 2022 ("**Effective Date**"), between Syserco Energy Solutions, Inc., a California company ("**Energy Services Contractor**"), having its principal offices at 215 Fourier Ave, Suite 140, Fremont, CA 94539, and Santa Rosa City Schools, having its principal office at 211 Ridgway Ave., Santa Rosa, CA 95401 ("**Customer**"), who are collectively referred to as the "**Parties**", or individually as a "**Party**".

WHEREAS, Energy Services Contractor has prepared a project proposal, ("**Proposal**"), **Exhibit 1**, for Customer; and

WHEREAS, Customer desires to adopt the solutions detailed in the Proposal and Customer desires for Energy Services Contractor to perform certain work as identified in this Contract, and Energy Services Contractor desires to perform such work; and

WHEREAS, the Customer's Governing Board has authorized the Customer to enter into this Contract.

NOW THEREFORE, the parties agree as follows:

1. Contacts. As of the Effective Date, and subject to change from time to time, the following persons are the primary representatives of each party as related to execution of this project:

For Energy Services Contractor:

Name: Scott Meinzen
Title: General Manager
Address: 215 Fourier Ave., Suite 140, Fremont, CA 94539
Telephone: 510-737-1583
Email: s.meinzen@syserco-es.com

For Customer:

Name: Anna Trunnell
Title: Superintendent
Address: 211 Ridgway, Santa Rosa, CA 95401
Telephone: 707-890-3800
Email: atrunnell@srcs.ca.k12.us

2. Scope of Work. Energy Services Contractor agrees to perform the design and/or construction work set forth in the proposal ("**Work**") and attached hereto as Exhibit 1. Customer agrees to take all actions identified in this Contract that are necessary to achieve the project benefits identified. Energy Services Contractor will provide all labor, materials, equipment, and supervision, including subcontractors, necessary to perform the Work. No construction work shall commence under this contract until final approval of the plans by the Division of the State Architect has been obtained, if required.

3. Compensation. Customer shall pay Energy Services Contractor One Million Eight Hundred Five Thousand Nine Hundred Forty dollars and zero cents (**\$1,805,940**) ("**Price**") as compensation for Energy Services Contractor's performance of the Work and Services as provided herein. Customer shall pay Energy Services Contractor for the Work in accordance with the Schedule of Values that shall be reviewed and approved by Customer prior to beginning the Work.. The Schedule of Values shall be sufficiently detailed to enable the Customer to accurately evaluate the completion percentages requested by the Energy Services Contractor. Customer shall pay Energy Services Contractor for the Services at rates set forth in Exhibit 1 to this contract.

- a. Scope of Payment: Payment to the Energy Services Contractor at the unit price or other price fixed in the Contract for performing the Work required under any item or at the lump sum price fixed in the Contract for performing all the work under the Contract, shall be full compensation for furnishing all labor, the plans and specifications, all Work, and for all expenses incurred by the Energy Services Contractor for any purpose in connection with the performance and completion of the Work.
- b. Progress Payments: The Energy Services Contractor will, on or about the 25th day of each month, make an estimate of the value of the Work completed in the performance of the Contract. These estimates shall be subject to the expedient review and approval of the Customer. The first such estimate will be of the value of the Work completed after the Energy Services Contractor commenced the performance of the Contract, and every subsequent estimate, except the final estimate, will be of the value of the Work completed since the immediately preceding estimate. Such estimates will be based on labor, materials, and equipment incorporated into the Work, and items of materials and equipment delivered to the site. Payment will be made in accordance with CA PCC 20104.50. The Energy Services Contractor shall be responsible for the security and protection of such materials and equipment delivered to the site and not incorporated into the Work. Within thirty (30) calendar days after the approval of each estimate for progress payment, the Customer will pay to the Energy Services Contractor an amount equal to ninety-five (95) percent of the approved estimate. Payments may at any time be withheld if the Work is not proceeding in accordance with the Contract, the Energy Services Contractor is not complying with the requirements of the Contract, stop notices have been timely filed, the estimate contains an error, or the Customer has incurred costs or requests reasonable financial assurances regarding defective work by the Energy Services Contractor.
- c. Final Payment: Within thirty (30) days after all Work is fully completed in accordance with the Contract, the Energy Services Contractor shall submit a final invoice for the total value of the Work completed in accordance with the Contract, which shall be subject to review and approval by the Customer. As required by law, Customer shall pay the Energy Services Contractor the unpaid balance of the Contract price of the Work, or the whole Contract price of the Work if no progress payment has been made, determined in accordance with the terms of the Contract, less such sums as may be lawfully retained under any provision of the Contract, including, but not limited to, stop notices for third party claims for which the Energy Services Contractor is required to indemnify the Customer, for defective work and costs incurred by the Customer in connection therewith, or for other such claims and damages attributable to the Energy Services Contractor (“**Final Payment**”). Prior progress estimates and payments are subject to correction in the Final Payment. Tender of the Final Payment shall constitute denial by the Customer of any unresolved claim. Energy Services Contractor’s unconditional acceptance of the Final Payment shall operate as a full and final release to the Customer and its agents from any and all unasserted claims Energy Services Contractor has, or may have, related to this Contract.
- d. Payments Do Not Imply Acceptance of Work: The granting of any progress payment or payments by the Customer or the receipt thereof by the Energy Services Contractor shall not constitute acceptance of the Work or of any portion thereof, and shall in no way lessen the liability of the Energy Services Contractor to replace Work that fails to conform with this Contract, whether or not the unsatisfactory character of such work or material was apparent or detected at the time such payment was made.
- e. Retention of Sums Charged Against Contractor: It is mutually understood and agreed that when under any provision of this Contract the Customer shall charge any sums of money

against the Energy Services Contractor, the amount of such charge shall be deducted and retained by the Customer from the amount of the next succeeding progress estimate, or from any other monies due or that may become due to the Energy Services Contractor on account of the Contract. If on completion or termination of the Contract such monies due the Energy Services Contractor are found insufficient to cover the Customer's charges against the Energy Services Contractor, the Customer shall have the right to recover the balance from the Energy Services Contractor or its sureties. If Energy Services Contractor remedies the Work that failed to conform with the requirements of this Contract, Customer shall pay Energy Services Contractor within ten (10) days following completion of such remediation any amounts withheld on account of such Work.

- f. Release: The Energy Service Contractor and each assignee under an assignment in effect at the time of Final Payment shall, if required by the Customer, execute and deliver at the time of Final Payment and as a condition precedent to Final Payment, and conditional release in statutory form and substance, discharging the Customer, its officers, agents and employees of and from liabilities, obligations, and claims arising under this Contract.
- g. Payment to Subcontractors and Suppliers: The Energy Services Contractor shall pay each subcontractor and supplier promptly on receipt of each progress payment from the Customer for the materials, labor and equipment delivered to the site or incorporated in the Work by each subcontractor during the period for which the progress payment is made, less any retention as provided above.
- h. Stop Notice Costs: The Customer reserves the right to charge the Energy Services Contractor or its surety, or to withhold from the release of retention, all costs incurred by the Customer, including attorney's fees, for processing and defending stop notice claims.

4. **Time.** The Work to be performed under this Contract shall begin within 30 days of the date of an Executed Contract or Letter of Award ("**Commencement Date**") and is anticipated to end by the earlier of the dates set forth in Section 4.a. or 4.b., below ("**Time**"). If the Work is divided into phases or individual projects, each phase or project will start in accordance with the timeline included as part of this Contract. Should the Customer authorize the suspension of the Work for any cause, the Energy Services Contractor shall be entitled to a Change Order for the time of the suspension and for compensation for costs impacts cause to Energy Services Contractor by the suspension. As may be adjusted, the Work shall be completed by the date that is the earlier of:

- a. Substantial Completion: The date on which Energy Services Contractor is substantially complete with the Work. Substantial completion means that Energy Services Contractor has performed enough of the Work so that Customer may use the Work for its intended purpose or realize an intended benefit from the Work. If the Work is divided into phases or individual projects for which individual prices have been negotiated ("**Phase**"), then substantial completion dates shall apply to each phase or individual project as indicated in this Contract. Substantial completion should be demonstrated via execution by Customer of a certificate of substantial completion.
- b. Number of Days: (365) days after the Commencement Date, subject to equitable extensions of Time, or pursuant to this Contract.

5. **Permits, Approvals, Taxes.** Unless obtained by Customer or otherwise specified in this Contract, Energy Services Contractor shall obtain all permits, licenses, and inspections that are required for the Work. Customer shall be responsible for securing all other necessary approvals, easements, zoning changes, or similar entitlements. An equitable adjustment in the Time and Price of the Contract shall be made to account for any time

Customer spends securing any of these items after the Commencement Date, and reasonable costs incurred by Energy Services Contractor as a result. Customer shall pay all taxes associated with the Work including, sales, use, real estate, and personal property taxes.

6. Codes and Regulations

- a. The Energy Services Contractor shall be knowledgeable regarding and shall comply with applicable portions of California Code of Regulations Title 24, the applicable Building Code, and all other codes, ordinances, regulations, or orders of the properly constituted authority having jurisdiction over the Work. The Energy Services Contractor shall examine the Contract for compliance with these codes and regulations, and shall promptly notify the Customer of any discrepancies.
- b. All Work and materials shall be in full accordance with the latest rules and regulations of the Safety Orders of the Division of Industrial Safety, the National Electric Code, the Uniform Plumbing Code published by the Western Plumbing Officials Association, and other applicable State laws or regulations. Nothing in the Buildings and/or all other construction designed or built by Energy Services Contractor and covered by this Contract shall meet all the regulations for access by the physically handicapped as administered by the Division of the State Architect, and as may be required by federal or state law. Energy Services Contractor shall not be responsible for existing conditions not in compliance with such laws unless specifically included within the scope of the Work.

7. Safety. Energy Services Contractor shall be responsible for initiating, maintaining, and supervising safe performance of the Work. Energy Services Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities related to safety of persons or property. The Energy Services Contractor shall comply with COVID-19 Protocols and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to the performance of the Work. For purposes of this section, "COVID-19 Protocols" shall mean all federal, state, and local orders, directives, an guidance regarding COVID-19 requirements, precautions, and measures including without limitation, social distancing, PPE supply, job site safety, cleaning procedures and staffing limits.

8. Cleanup. Energy Services Contractor shall keep the premises and the surrounding area free from accumulation of waste materials or rubbish caused by the Work. Upon completion of the Work, Energy Services Contractor shall remove all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.

9. Subcontractors. Energy Services Contractor may hire subcontractors to perform any portion of the Work or Services under this Contract. Energy Services Contractor is entirely and ultimately responsible for compliance with the provisions of this Contract and for any part of work that is performed by a subcontractor. Nothing contained in this contract shall create any contractual relationship between any subcontractor and the Customer. The Customer shall be deemed to be the third-party beneficiary of the contract between Energy Services Contractor and each subcontractor. The Energy Services Contractors shall insert appropriate provisions in all subcontracts pertaining to Work requiring the subcontractors to be bound by all applicable terms of this Contract. The Energy Services Contractor shall be as fully responsible for the acts and omissions of the subcontractors, and of persons either directly or indirectly employed by them, as the Energy Services Contractor is for the acts and omissions of persons directly employed by the Energy Services Contractor.

10. Borrowed Equipment. If requested by Energy Services Contractor and if permitted by Customer's representative, Energy Services Contractor may use Customer's equipment in performing the Work or Services. Energy Services Contractor assumes full and complete responsibility for the use of the equipment, will ensure that only a competent operator will be permitted to use the equipment and only after fully inspecting the equipment,

shall not modify the equipment, shall be solely responsible for all claims, demands, lawsuits, losses, expenses and/or liabilities that arise from its use of the equipment to the extent of Energy Services Contractor's negligence, and agrees that Customer makes no representation or warranty regarding the condition or suitability of equipment for any intended use.

11. Insurance.

- a. Energy Services Contractor shall obtain the following insurance from a company or companies as set forth below. All required insurance must be written by a company licensed to do business in the State of California at the time the policy is issued. All required insurance shall be equal to or exceed an A VII rating as listed in Best's Insurance Guides' latest edition. On a case-by-case basis, the Customer may accept insurance written by company listed on the State of California Department of Insurance List of Eligible Surplus Lines ("**LESLI List**") with a rating of A VIII or above as listed in Best's Insurance Guides' latest edition. When commercially reasonable available, all policies shall provide that the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverages afforded shall apply as though separate policies have been issued to each insured. Required documentation of such insurance shall be furnished to the Customer immediately upon execution of this Contract. Energy Services Contractor shall not commence Work nor shall it allow its employees or subcontractors or anyone to commence Work until all insurance required hereunder has been submitted and approved in writing by Customer.
- b. Required Insurance: The Energy Services Contractor shall take out and maintain at all times during the life of this Contract, p to the date of acceptance of the Work by the Customer, the following policies of insurance:
 1. General Liability Insurance: Personal injury and property damage insurance for all activities of the Energy Services Contractor and its subcontractors arising out of or in connection with this Contract, written on a comprehensive general liability form including Energy Services Contractor's protected coverage, blanket contractual, completed operations, vehicle coverage and employer's non-ownership liability coverage, in an amount no less than \$1,000,000.00 combined single limit personal injury and property damage for each occurrence and \$2,000,000.00 annual aggregate.
 2. Professional Liability Insurance for Engineer of Record (Errors and Omissions): The Energy Services Contractor shall maintain in force for the period covered by this Agreement, professional liability (errors and omissions) insurance covering the Engineer of Record's activities, in the amount not less than \$2,000,000 with an insurance carrier as set forth above. In addition, to the extent that the activities and services of engineers or consultants retained by the Energy Services Contractor are not covered under the Energy Services Contractor's professional liability insurance, the Energy Services Contractor shall require each engineer and consultant to obtain and maintain a policy of professional liability insurance in an amount of not less than \$2,000,000 with an insurance carrier as set forth above, before commencing services on the Work. The Energy Services Contractor shall provide a copy of the insurance policies to Customer upon request.
 3. Automobile Liability Insurance: The Energy Services Contractor shall maintain in force for the period covered by this Contract, automobile liability insurance covering bodily injury and property damage in the amount no less than \$1,000,000 combined single limit for each occurrence; \$2,000,000 aggregate. Said insurance shall include coverage for owned, hired, rented, and non-owned vehicles. All certificates must state that the insurance is under an occurrence based, and not a claims-made policy (policies).

c. Endorsements:

1. The certificate(s) for both the General Liability Policy and the Automobile Liability Policy shall be endorsed with the following specific language:

“The Santa Rosa City Schools District is named as an additional insured for all liability arising out of the operations by or on behalf of the named insured, and this policy protects the additional insured, its officers, agents and employees against liability for the bodily injuries, death, or property damage or destruction arising in any respect directly or indirectly in the performance of this Contract”

2. The certificate(s) for both the General Liability Policy and the Automobile Liability Policy must state that the insurance is under an occurrence-based, and not a claims-made policy (policies) and shall be endorsed with the following specific language:

“The insurance provider herein is primary and no insurance held or owned by the Customer shall be called upon to contribute to a loss”

“Coverage provided by this policy shall not be reduced or canceled without thirty (30) days written notice given to the Customer by certified mail”.

- d. Documentation: Within ten (10) calendar days following issuance of the Notice of Award of the Contract, the following documentation of insurance shall be submitted to the Customer for approval prior to issuance of the Notice to Proceed: signed certificates of insurance showing the limits of insurance provided and copies of the specified endorsements for each policy. Certified copies of all policies shall be provided to the Customer upon request.
- e. Failure to Maintain Insurance: If the Energy Services Contractor fails to maintain such insurance, the Customer may take out such insurance to cover any damages for which the Customer might be held liable on account of the Energy Services Contractor’s failure to pay such damages, and deduct and retain the amount of the premiums from any sums due to the Energy Services Contractor under the Contract.
- f. Worker’s Compensation Insurance:

1. Within ten (10) calendar days following the issuance of the Notice of Award of the Contract, the Energy Services Contractor shall submit to the Customer satisfactory proof that the Energy Services Contractor and all subcontractors intends to employ have procured, for the period covered by the Contract, full Worker’s Compensation insurance and employer’s liability with limits of at least \$1,000,000 with an insurance carrier as set forth above for all persons whom the Energy Services Contractor may employ in carrying out the work contemplated under this Contract in accordance with the Worker’s Compensation Insurance and Safety Act, approved May 26, 1913, and all acts amendatory or supplemental thereto (the “Act”). Such insurance shall be maintained in full force and effect during the period covered by the Contract. In the event the Energy Services Contractor is self-insured, the Energy Services Contractor shall furnish a Certificate of Permission to Self-Insure, signed by the Department of Industrial Relations of Self-Insurance, Sacramento, California.
2. If the Energy Services Contractor fails to maintain such insurance, the Customer may take out worker’s compensation insurance to cover any compensation which the Customer might be liable to pay under the provisions of the Act, because of any employee of the Energy Services Contractor being injured or killed, and deduct and retain the amount of the premiums for such

insurance from any sums due to the Energy Services Contractor under the Contract, or otherwise recover that amount from the Energy Services Contractor or the Surety.

3. The policies represented by the certificates shall be endorsed with a Waiver of Subrogation and must contain the provision (and the certificate must so state) that the insurance cannot be canceled until thirty (30) days after written notice of intended cancellation has been given to the Customer by certified mail.

12. Bonds.

- a. If required, the Energy Services Contractor shall file with the Customer the following bonds, using the bond forms provided with this contract:
 1. Performance Bond: A corporate surety bond, in a sum not less than 100 percent of the amount of the Work under this Contract, to guarantee the faithful performance of the Contract, substantially in form of Attachment No 1, hereto.
 2. Payment Bond: A corporate surety bond, in a sum not less than 100 percent of the Work under this Contract, to guarantee the payment of wages for services engaged and of bills contracted for materials, supplies, and equipment used in the performance of this Contract, substantially in the form of Attachment No. 2, attached hereto.
- b. Corporate sureties on these bonds and on bonds accompanying proposals must be admitted sureties as defined by law, legally authorized to engage in the business of furnishing surety bonds in the State of California. Failure to submit the bonds in the form of Attachments No. 1 and No. 2 to this Contract may result in cancellation of the award of this Contract.
- c. The amount of the Contract, as used to determine the amounts of the bonds, shall be the total amount fixed in the Proposal for the performance of the required Work.
- d. During the period covered by the Contract, if any of the sureties upon the bonds shall become insolvent or unable to pay promptly the amount of such bonds to the extent to which surety might be liable, the Energy Services Contractor, within thirty (30) days after notice given by Customer to the Energy Services Contractor, shall provide supplemental bonds or otherwise substitute another and sufficient surety approved by the Customer in place of the surety becoming insolvent or unable to pay. If the Energy Services Contractor is unable to use commercially reasonable efforts within such thirty (30) day period to substitute another and sufficient surety, the Customer may suspend or terminate the Contract.

13. Hazardous Materials. The Work and Services expressly exclude any work of any nature associated or connected with the identification, abatement, cleanup, control, removal, or disposal of hazardous materials or substances, including but not limited to asbestos, lead, or PCBs. As of the Effective Date, Customer represents that, to the best of its knowledge, there is no hazardous material on the premises that may in any way relate to the Work or affect Energy Services Contractor's ability to deliver the Work or Services. Prior to the Commencement Date, Customer shall provide to Energy Services Contractor a comprehensive good faith survey that at a minimum complies with applicable regulatory requirements, and identifies all actual or suspected hazardous materials, quantities, and specific locations of such materials on the premises. Failure to provide such good faith survey timely shall result in an equitable adjustment to Time. If Energy Services Contractor becomes aware of or suspects the presence of hazardous materials on the premises during the Work or Services, Energy Services Contractor shall notify Customer, Customer shall investigate and correct the suspected hazardous materials in accordance with all applicable laws, Energy Services Contractor shall have the right to stop work in the affected area until the suspected hazardous materials are investigated and remediated by Customer, and the

Time and Price shall be equitably adjusted relative to the duration of Customer's investigation and remediation of the suspected hazardous materials.

14. Delays.

- a. The Energy Services Contractor may be granted a time extension and compensation for Force Majeure events as set forth in section 24.
- b. A request for extension of time and compensation related thereto shall be made in writing to the Customer within ten (10) calendar days of the date the delay is encountered. The request shall include a detailed description of the reasons for the delay and corrective measures by the Energy Services Contractor. The request shall be accompanied by evidence that the insurance policies required by the Contract shall be in effect during the requested additional period of time. In order for the Customer to consider a request for time extension, the Energy Services Contractor must prove that the reasons stated for the delay actually caused a delay in portions of the Work which will result in completion beyond the date specified in Contract. The Energy Services Contractor shall also be granted a time extension for changes in the scope of Work which affect the time of completion of the Work, which requests for extension of time shall be included in Contract modification proposal.
- c. Customer's liability to the Energy Services Contractor for delays for which Customer is responsible shall be limited to an extension of time unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. The Energy Services Contractor shall provide to the Customer the actual, substantiated costs to the Energy Services Contractor for which the Energy Services Contractor may claim damages from the Customer. Such costs, if any, shall be directly related to the Work, and shall not include costs that would be borne by the Energy Services Contractor in the regular course of business for the Contract Time, including, but not limited to, office overhead and ongoing insurance costs. Delay damages shall not include Energy Services Contractor or subcontractor markup for overhead and profit, but only actual, documented, and direct actual costs. The Customer shall not be liable for any damages which the Energy Services Contractor could have avoided by any reasonable means including, but not limited to, the more judicious handling of forces or equipment.

15. Certificate of Substantial Completion.

- a. Upon Substantial Completion of any Phase of the Work, Customer shall execute a certificate of substantial completion acknowledging all of the following:
 1. The portion of the Work substantially completed, and the date of substantial completion.
 2. Receipt of any manuals and training provided by Energy Services Contractor under this Contract.
 3. Any warranty start date and warranty period.
 4. A punchlist of items remaining to be completed by Energy Services Contractor.
- b. of Substantial Completion does not depend on Customer's timely executing a certificate of substantial completion, and failure by Customer timely to execute a certificate of substantial completion shall not operate to extend the date of Substantial Completion.

16. Customer Use. Upon substantial completion or start of beneficial use, whichever occurs first, Customer is responsible for use, operation, and maintenance of all aspects of the Work and Services. Energy Services

Contractor shall not be responsible for improper use, operation, or maintenance of any aspect of the Work or Services by Customer or others at any time.

17. Warranty. Energy Services Contractor warrants that the Work shall conform with the Contract and be free from defects in material and workmanship arising from normal usage for a period of one (1) year from the date of substantial completion, or the start of beneficial use by Customer, whichever is earlier. This warranty does not cover any improper use, operation, or maintenance of any aspect of the Work, or if the Work has been abused, altered, or repaired by the Customer or third parties without supervision by or prior written approval from Energy Services Contractor, or if serial numbers or warranty date decals have been removed or altered. Customer must report any warranty claims to Energy Services Contractor in writing, and such claims must be presented immediately upon having reason to know that a warranty issue exists. The Energy Services Contractor agrees to respond to a warranty claim made by the Customer, assess the claim, and present the Customer with a remediation plan within ten (10) days of being notified. Contractor will use its best commercial efforts to remedy a Warranty Claim based on the most expedient availability of materials and labor required to return the defective Work to operation. In the event of the Energy Services Contractor's failure to comply with the above-mentioned obligations within ten (10) calendar days of notice, or sooner, if required by an emergency, the Energy Services Contractor hereby authorizes the Customer to have the defects or deficiencies repaired, remedied, corrected and made good at the Energy Services Contractor's expense. Failure by Customer to notify Energy Services Contractor for the need for warranty service within ten (10) days of discovery of a warranty claim will void this warranty. Additionally, Customer shall not hire or direct others to repair any warranty item without Energy Services Contractor's written consent. Customer's repair of any warranty item without the written consent of Energy Services Contractor shall void this warranty with respect to such item, and the cost of such repair shall not be reimbursable to Customer by Energy Services Contractor. Energy Services Contractor makes no warranty whatsoever regarding materials or products provided by third parties that are incorporated into the Work. Customer's sole recourse and remedy for any defective materials or products incorporated in the work shall be against the manufacturer of such materials or products. **THE WARRANTIES CONTAINED IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE.**

18. Indemnity. Each Party ("Indemnitor") shall indemnify and hold harmless the other Party and its directors, officers, agents and employees against loss, liability, damage, and expense including attorney's fees awarded by a court of competent jurisdiction, for third-party claims for injury or death to persons or damage to property, caused by the negligent conduct of the Indemnitor in connection with the Work, but only to the extent of the Indemnitor's negligence.

The Energy Services Contractor shall defend with counsel acceptable to the Customer, which approval shall not be unreasonably withheld, indemnify and hold harmless to the full extent permitted by law, the Customer and its Board of Trustees, officers, agents, employees, and volunteers from and against any and all liability, loss, damage, claims, expenses, fines, judgments and costs (including, without limitation, attorney's fees and costs and fees of litigation) (collectively, "**Liability**") of every nature arising out of or in connection with Energy Services Contractor's performance of the Work or Services or its failure to comply with any of its obligations contained in this Contract, except such Liability caused by the active negligence, sole negligence or willful misconduct of the Customer or third parties for whose acts and omissions the Energy Services Contractor is not legally liable. Such indemnification shall extend to all claims, demands, or liabilities occurring after completion of the Work as well as during the progress of the Work.

19. Damages. NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, OR SIMILAR DAMAGES OR LOSSES, INCLUDING LOSS OF PROFITS, ARISING OUT OF OR RELATING TO THIS CONTRACT, WHETHER BASED IN CONTRACT OR TORT OR ANY OTHER THEORY, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES.

20. No Discrimination It is the policy of the Customer that, in connection with all work performed under this Contract, there shall be no discrimination against any prospective or active employee or any other person engaged in the Work because of actual or perceived race, color, ancestry, national origin, ethnic group identification, religion, sex, gender, gender identity, sexual orientation, age, physical or mental disability, or marital status. The Energy Services Contractor agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment Practices Act, beginning with Government Code 12900, Government Code 11135, and Labor Code 1735, 1777.5, 1777.6, and 3077.5. In addition, the Energy Services Contractor agrees to require like compliance by all subcontractors and suppliers.

21. Labor Standards

- a. Work Hours: In accordance with the Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work under this Contract. The Energy Services Contractor and any subcontractor shall pay workers employed by them overtime pay as required by Labor Code section 1815. The Energy Services Contractor shall and shall cause each subcontractor to pay each worker, laborer, or mechanic or persons employed by them and performing Work under this Contract at a rate not less than the prevailing wage for each craft or classification covering the Work actually performed.
- b. Penalty: The Energy Services Contractor shall pay any penalty levied due to violation of Energy Services Contractor' of Article 3, Division 2, Part 7, Chapter 1 of the California Labor Code.
- c. Labor Code Sections Incorporated: The Energy Services Contractor shall be knowledgeable of and comply with Labor Code sections 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments thereto; each of these sections is incorporated by reference into this Contract.

22. General Rate of Per Diem Wages

- a. On File: As required by Labor Code section 1773.2, the Customer has available copies of the general prevailing rate of per diem wages for workers employed on public work as determined by the Director of the Department of Industrial Relations, which shall be available to any interested party on request. The Energy Services Contractor shall post a copy of the document at each job site and may use District posting areas.
- b. Prevailing Wage Rate: The Energy Services Contractor and each subcontractor shall pay each worker performing work under this Contract at a rate not less than the prevailing wage as defined in Labor Code section 1771 and 174 and Section 16000(a) of Title 8, California Code of Regulations.
- c. Penalty: The Energy Services Contractor shall pay any penalty levied due to violation by Energy Services Contractor of Section 1775 of the Labor Code for each worker paid less than the prevailing wage rates, as determined by the Director of the California Department of Industrial Relations, for any work done under this Contract by the Energy Services Contractor or by any subcontractor. The Energy Services Contractor shall also pay each worker employed by him and shall cause the subcontractor employer of any worker the difference between the stipulated prevailing wages rates and the amount actually paid to such worker.

23. Recordkeeping

- a. The Energy Services Contractor agrees to comply with the provisions of Sections 1776 and 1812 of the Labor Code. The Energy Services Contractor and each subcontractor shall keep or cause to be kept an accurate record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week of all workers employed by the Energy Services Contractor in connection with the execution of this Contract or any subcontract thereunder and showing the actual per diem wages paid to each of such workers. These records shall be certified and shall be open at all reasonable hours to the inspection of the Customer awarding the Contract, its officers and agents, and to the Chief of the Division of Labor Statistics and Law Enforcement of the State Department of Industrial Law Enforcement of the State Department of Industrial Relations, and his or her other deputies and agents.
- b. In addition, copies of the above records shall be available as follows:
 - 1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request;
 - 2) A certified copy of all payroll records shall be made available for inspection or furnished upon request to the Customer, the Division of Labor Standards Enforcement, and the Division of Apprenticeship Standards of the Department of Industrial Relations;
 - 3) A certified copy of all payroll records shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the Customer, the Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided, the requesting party shall, prior to being provided the records, reimburse the costs of the Energy Services Contractor, subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of the Energy Services Contractor.
- c. The Energy Services Contractor shall file a certified copy of the records with the entity requesting the records within ten (10) days after receipt of written request. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the Customer shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Energy Services Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.
- d. The Energy Services Contractor shall inform the customer of the location of the records, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.
- e. In the event of noncompliance with the requirements of this section, the Energy Services Contractor shall have ten (10) days in which to comply after receipt of written notice specifying in what respects the Energy Services Contractor must comply with this section. Should noncompliance still be evident after the ten-day period, the Customer may upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, withhold from the payment due to the Energy Services Contractor the amount of any penalty levied for each calendar day, or portion thereof, for each worker until strict compliance is effectuated.
- f. Responsibility for compliance with this provision shall be with the Energy Services Contractor.

24. Force Majeure

- a. The Contract Time and Contract Price shall be adjusted for delays as provided for in the Contract Documents. All adjustments to the Contract Time shall be made by adding workdays, as opposed to calendar days. To the extent any such adjustment is made as a result of causes that are within the control of the Owner or its agents or consultants, the Contract Price and Contract Time shall be equitably adjusted. The intended date for Substantial Completion, the project schedule, and the Contract Time are all subject to adjustments as provided in the Contract Documents. The contractor is entitled to complete the Work prior to the Contract Time set forth pursuant to this section.
- b. The parties acknowledge that the coronavirus disease (“COVID-19”) pandemic is impacting the construction industry and the performance of construction projects. Some of these impacts are known and predictable, and others are not yet fully known and are beyond the control of the parties. The parties agree that the cost of certain impacts may be relatively accurately estimated, and these are included in the Contract Sum. For example, time consumed in checking in workers at the job site, training them on COVID-19 protocols, and implementing those protocols (including but not limited to social distancing, hand washing, and sanitizing) are all included within the Contract Sum. If government orders or decrees increase required safety protocols affecting the Work after the execution of this Agreement, Contractor shall be entitled to an equitable adjustment of the Contract Time and Contract Sum to cover the time impact and cost of such increased safety protocols.
- c. However, certain impacts cannot be predicted, such as (1) disruptions to material and/or equipment supply; (2) COVID-19 illness of any subcontractor’s workforce and/or unavailability of labor by reason of COVID-19 illness or quarantine of subcontractor’ employee(s); 3) government quarantines, shelter-in-place orders, closures, or other mandates, restrictions, and/or directives directly impacting construction. The parties agree that delays related to such events shall entitle contractor to a reasonable extension of time and an equitable adjustment in the contract amount to cover Contractor’s extra general condition costs, but only to the extent the delay actually impacts the project’s critical path schedule despite Contractor’s reasonable efforts to mitigate such delay, including the use of overtime at Owner’s cost if authorized in writing in advance by Owner.
- d. Further, to the extent of any of the causes identified herein results in the increase in the price of labor, materials, or equipment used in the performance of this Agreement, Contractor shall be entitled to an equitable adjustment to the Contract Price for such increases, but only to the extent Contractor presents documentary proof of the cause of such increases (including the original prices and/or estimates) and evidence of Contractor’s reasonable efforts to find alternative sources of material, equipment supply, and/or labor as close as reasonably possible to the original/non-impacted prices and/or estimates.
- e. The Contractor and its subcontractors determined their contract costs based on labor and materials costs in existence at the time of the bid. If materials and/or labor costs increase during the course of the Work by more than 5% over the cost of labor and material available to Contractor and its subcontractors as of the date of their bids, the additional costs will be passed along to Owner along with corresponding profit and overhead.
- f. The foregoing notwithstanding, Contractor shall use commercially reasonable efforts to reduce the price of materials price escalations by purchasing materials needed for the performance of the Work as quickly as possible following the effective date of this contract, subject, however, to Owner’s payment for such materials within 10 days of Contractor’s invoice therefor, and Owner shall pay Contractor’s costs of storing such materials offsite if needed before the project is ready

for the installation thereof.

- 25. Fire Safety and Security Equipment.** If this Contract covers fire safety or security equipment, Customer acknowledges that Energy Services Contractor is not an insurer regarding those services, and Energy Services Contractor shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to perform properly or fails to prevent a casualty loss.
- 26. Changes.** The Work or Services may be changed pursuant to a written change order executed by an authorized Energy Services Contractor signer and Customer signer (“**Change Order**”) and duly authorized by the District. A Change Order is valid only to the extent that it changes the scope of Work or Services, Price, and/or Time. Any invalid portions of a Change Order shall be disregarded. The Parties contemplate that Change Orders may include scope changes such as installation of additional utility conservation measures, facility improvement measures, and operational efficiency improvements or the furnishing of additional services within the identified facilities.
- 27. Intellectual Property,** Plans, designs, specifications, drawings, materials, exhibits, reports, memoranda, studies, software code, electronic data, and other intellectual information and materials provided by the Energy Services Contractor to Customer (collectively the “**Intellectual Property**”) as part of the Work or Services are instruments or service owned by Energy Services Contractor and are not “work made for hire” as such term is defined under US copyright law.
- a. If this Contract is performed to completion and paid in full, then Energy Services Contractor grants to Customer a limited license to use the Intellectual Property to operate, maintain, renovate, and manage the subject matter of this Contract. The Intellectual Property shall not be used on other projects or for completion of the Work or Services by others unless Energy Services Contractor consents in writing.
 - b. The parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized use of Intellectual Property and that the Energy Services Contractor shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction. If any bond is required in connection with such action, the complaining party agrees that \$3,000 shall be a reasonable amount of such bond
- 28. Termination.** This Contract may be terminated at any time as described below:
- a. **Termination for Cause.** If Energy Services Contractor materially fails to perform under this Contract, Customer may notify Energy Services Contractor in writing of Customer’s intent to terminate this Contract along with a description of the alleged failure. If Energy Services Contractor does not in good faith take reasonable steps to correct such failure within fifteen (15) days after receipt of such notice, Customer may terminate this Contract, and Energy Services Contractor shall be entitled to receive payment for all amounts earned prior to termination. If it is determined for any reason that termination was improper, the termination shall be treated as a termination for convenience.
 - b. **Termination for Convenience.** Customer may terminate this Contract in whole or in part for any reason by providing written notice of termination to Energy Services Contractor and specifying the date on when the termination becomes effective. Upon receipt of such notice, Energy Services Contractor shall incur no further obligations in connection with the terminated work and will stop work to the extent specified. Energy Services Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. Energy Services Contractor shall settle liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work, and Customer shall pay Energy Services Contractor for such expenses, demobilization costs incurred by Energy Services Contractor due to the

termination, overhead through the end of work performed due to termination of the Contract, and lost profits on terminated work, which shall not exceed fifteen percent (15%) of the total cost of the work performed as of the date of the notice of termination. Such amounts shall be paid by Customer to Energy Services Contractor within fifteen (15) days of Energy Services Contractor's delivery to Customer of a request for payment

- c. **Unappropriated Public Funds.** If Customer is a public entity that is prohibited by law from making fiscal commitments beyond the term of its current fiscal period, and does not currently have funds set aside to pay for this Contract in future years, then Energy Services Contractor's compensation in future years is contingent upon the availability of appropriations in future years sufficient to pay for this Contract. Payments pursuant to this Contract shall be made only from funds appropriated or available, as of the Effective Date of this Contract, to pay for this Contract, and Customer's liability for payments shall be limited to the amount of appropriated or available funds as of the Effective Date of this Contract. If Customer funds are not appropriated or available to fund this Contract, then Customer may terminate this Contract without further obligation related to the non appropriated or unavailible funds.

29. Disputes. The Parties agree that the following process will be used to resolve any dispute between them. All dispute resolution shall be conducted in good faith, shall be confidential, shall be treated as compromise and settlement negotiations for purposes of applicable rules of evidence, and shall be inadmissible in any litigation, or other judicial proceedings.

- a. **Negotiations.** First, the Parties will attempt to negotiate a resolution.
- b. **Mediation.** If a dispute remains unresolved more than thirty (30) calendar days after the commencement of negotiations and the Parties have not mutually agreed to extend the negotiation period, then the Parties shall pursue mediation. In mediation, the Parties shall mutually select a mediator, the cost of the mediator and other administrative costs shall be shared equally by the Parties, and each Party shall be responsible for its own costs and expenses.

c. **Litigation or Arbitration:**

1. All claims which are not resolved under the contract between the Energy Services Contractor and the Customer are subject to the provisions of Article 1.5 (commencing with 20104) of Chapter 1 of Part 2 of the Public Contract Code ("**Article 1.5 claim**") For purposes of Article 1.5, "**public work**" has the same meaning as set forth in 9000 of the Civil Code; "**claims**" means a separate demand by Energy Services Contractor for a time extension or payment of money or damages arising from work done by or on behalf of the Energy Services Contractor pursuant to Contract and:
 - a. Payment for which is not otherwise expressly provided;
 - b. The claimant is not otherwise expressly entitled to receive; or
 - c. The amount of which payment Customer disputes
2. For all unresolved claims that the Energy Services Contractor wishes to pursue, the Energy Services Contractor shall file a timely claim pursuant to the Government Claims Act and shall otherwise comply with the procedures set forth in that Act prior to commencing any litigation against the Customer.

30. Fingerprinting. The Customer has considered the totality of the circumstances concerning the Work and has determined that Energy Services Contractor and its employee (which includes subcontractor and employees); are not subject to the requirements of Education Code 45125.2. By execution of the Contract, the Energy Services

Contractor acknowledges that it is entering into a contract for the construction, reconstruction, rehabilitation, or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by Energy Services Contractor and its employees on a school site: (1) Energy Services Contractor and its employees shall check in with the school office each day immediately upon arriving at the school site; (2) Energy Services Contractor and its employees shall inform the school office staff of their proposed activities and location at the school site; (3) Once at such location, the Energy Services Contractor and its employees shall not use student restroom facilities; and (5) If the Energy Services Contractor and/or its employees find themselves alone with a student, the Energy Services Contractor and its employees shall immediately contact the school office and request that a member of the school staff is assigned to the work location.

31. Labor Compliance Program. The Energy Services Contractor acknowledges that the Work is subject to compliance monitoring and enforcement by the California Department of Industrial Relations in accordance with California Labor Code sections 1725.5 and 1770 *et seq.* All contractors and subcontractors working at the site shall be duly registered with the Department of Industrial Relations at the time of contract execution and at all relevant times. Proof of registration shall be provided to all such contractors prior to commencement of any Work. Energy Services Contractor shall work with the Customer to ensure that the Department of Industrial Relations is advised of the award of this Contract in a timely manner by filing form PWC-100 with DIR within ten (10) days of award of the Contract, but no later than the first day in which the Energy Services Contractor has workers employed for the Work.

32. Drug-Free Workplace Certification. The Energy Services Contractor certifies that all of the following:

- a. The Energy Services Contractor is aware of the provisions and requirements of California Government Code 8350 *et seq.*, the Drug Free Workplace Act of 1990.
- b. The Energy Services Contractor is authorized to certify, and does certify, that a drug-free workplace will be provided by doing all of the following:
 - 1) Publishing a statement notifying all employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Energy Services Contractor's workplace and specifying actions which will be taken against employees for a violation of the prohibition;
 - 2) Establishing a drug-free awareness program to inform employees about all of the following:
 1. The dangers of drug abuse in the workplace;
 2. Energy Services Contractor's policy of maintaining a drug-free workplace;
 3. Availability of drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that may be imposed upon employees for drug abuse violations;
 - 3) Requiring that each employee engaged in the performance of Work be given a copy of the statement required by subdivision (a), above, and that as a condition of employment by the Energy Services Contractor in connection with the Work, the employee agrees to abide by the terms of the statement.
- c. The Energy Services Contractor understands that if the Customer determines that the Energy Services Contractor has either: (a) made a false certification herein, or (b) violating this certification by failing to carry out and to implement the requirements of Government Code 8350 *et seq.*, the Contract is subject to termination, suspension of payments, or both. The Energy Services Contractor further understands that should it violate the terms of the Drug-Free

Workplace Act of 1990, the Energy Services Contractor may be subject to debarment in accordance with the provisions of Government Code 8350, et seq.

33. Provisions Required by Law Deemed Inserted. Every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted, and this Contract shall be read and enforced as though it were included, and if through mistake or otherwise any provision is not inserted or is not correctly inserted, upon application of either party the Contract shall be amended to make the insertion or correction. All references to statutes and regulations shall include all amendments, replacements, and enactments on the subject which are in effect as of the date of this Contract.

34. Notices.

- a. All notices to Energy Services Contractor shall be written, shall be sent via certified mail, a national courier service, or personal delivery, and shall consist of one original to Attn: Nagib Elzein, Energy Services Contractor, 215 Fourier Ave., Suite 140, Fremont, CA 94539, and one original to the primary Energy Services Contractor for the Work.
- b. All notices to Customer shall be written, shall be sent via certified mail, a national courier service, or personal delivery, and shall consist of one original to: Erik Oden and one original to the primary Customer contact for the Work.

35. Choice of Law/Venue. This Agreement shall be governed and construed under the laws of the State of California, notwithstanding any choice of law provision whether statutory, common law, or contractual. The Parties consent to exclusive jurisdiction and venue in the state courts of California. Energy Services Consultant and Customer waive all defenses of lack of personal jurisdiction and forum non-conveniens.

36. Assignment. Neither Party may assign or transfer its rights and/or obligations under this Contract without the prior written consent of the other Party which shall not be unreasonably withheld, unless the assignment is to an affiliate of the Party.

37. No Waiver. No waiver or a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver.

38. No Third-Party Beneficiaries. There are no third party beneficiaries under this Contract or any portion thereof.

39. Severability, Survival. If any portion of this Contract shall be held invalid in whole or in part under any law, rule, regulation, or order, then such portion shall remain in effect only to the extent permitted, and the remaining portions of the Contract shall remain in full force and effect. Any invalid portions shall be substituted with an interpretation that most accurately reflects the Parties' intentions.

40. Tax Benefits. Unless otherwise specified in this Contract, Energy Services Contractor is solely entitled to claim tax benefits available under section 179D of the Internal Revenue Code (EPAct), or its successor.

41. Waiver of Subrogation. The Parties waive all rights against each other and their directors, officers, agents, and employees, and other contractors, for damages or losses to the extent covered by insurance.

42. Amendment. This Contract may not be amended except pursuant to a written amendment signed by an authorized signer of each Party.

43. Headings. The headings of this Contract are for purposes of reference only and shall not limit or define the meaning of the provisions of this Contract.

44. Complete Agreement. This Contract, including the exhibits attached hereto, is a fully integrated agreement and contains the entire understanding between Energy Services Contractor and Customer with respect to the subject matter hereof. Any legal terms and conditions appearing in any attachment to this Contract shall be ignored to the extent they contradict or are inconsistent with the terms and conditions contained in the foregoing numbered paragraphs. All previous agreements between Energy Services Contractor and Customer as to the Work are superseded by this Contract.

45. Contract Documents. By this reference, the following exhibits are attached hereto and made a part of this Contract:

Exhibit 1: Scope of Work Proposal

Exhibit 2: CalSHAPE Scope of Work

Exhibit 3: CalSHAPE Program Guidelines

DOCKETED

Docket Number:	20-RENEW-01
Project Title:	California Schools Healthy Air, Plumbing, and Efficiency
TN #:	243502
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**CALIFORNIA
ENERGY COMMISSION**



**CALIFORNIA
natural
resources
AGENCY**

California Energy Commission

COMMISSION GUIDELINES

California Schools Healthy Air, Plumbing, and Efficiency Plumbing Program Guidelines

Second Edition

**Gavin Newsom, Governor
June 2022 | CEC-300-2022-006-CMF**

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Chair

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ABSTRACT

The School Noncompliant Plumbing Fixture and Appliance Program is one of the two grant programs under the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020). The program authorizes funding to local educational agencies and California state agencies for the replacement of plumbing fixtures and appliances to ensure that systems meet specified ENERGY STAR® and water efficiency requirements. These guidelines provide requirements for program participation including eligible applicants and projects, application process, funding awards and distribution, as well as project documentation and reporting requirements. For the purposes of administering the program, the program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency Program. The second edition of these guidelines addresses the initial phase of program awards, which is limited to local educational agencies, and incorporates changes to project eligibility.

Keywords: School Energy Efficiency Stimulus, CalSHAPE, SEES, School Noncompliant Plumbing Fixture and Appliance Program, grant, energy efficiency, school, local educational agency, underserved community, plumbing, ENERGY STAR®, fixture, assessment

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CHAPTER 1:

Program Overview

A. Introduction

The School Energy Efficiency Stimulus (SEES) Program, established by Assembly Bill (AB) 841 (Ting, Chapter 372, Statutes of 2020), provides grants to local educational agencies (LEA) as defined in Table 1 to assess, maintain, adjust, repair, or upgrade heating, ventilation, and air-conditioning (HVAC) systems in schools. The SEES Program also provides grants to LEAs and California state agencies to replace noncompliant plumbing fixtures and appliances. AB 841 requires the California Energy Commission (CEC) as the program administrator to design, administer, and implement the program in collaboration with the utilities providing funding for the program. The SEES Program is comprised of the School Reopening Ventilation and Energy Efficiency Verification and Repair (SRVEVR) Program and the School Noncompliant Plumbing Fixture and Appliance (SNPFA) Program. For administering these programs, the SNPFA Program is referred to as the California Schools Healthy, Air, Plumbing, and Efficiency (CalSHAPE) Plumbing Program. The SRVEVR Program is referred to as the CalSHAPE Ventilation Program.

These guidelines describe the program design, application process, and reporting requirements for the CalSHAPE Plumbing Program. The requirements of the CalSHAPE Ventilation Program are provided in separate guidelines.

These program guidelines provide applicants with information on program structure, applicant eligibility, and program requirements. All grant applicants and recipients are required to follow all program requirements, including those outlined in Public Utilities Code (PUC) Division 1, Part 1, Chapter 8.7 (commencing with Section 1600) and as further outlined in these guidelines.

The CalSHAPE Program is established as part of each of the utilities' energy efficiency portfolios as a joint program among all the participating utilities that shall be consistent across the utility territories. The CalSHAPE Ventilation and Plumbing Programs are separate programs, and grant awards will be made specific to each program.

The CEC prioritized schools in underserved communities, as defined in Table 1 below, in the first two funding rounds of the of the CalSHAPE Plumbing Program. This second edition of these guidelines expands the eligibility of the program awards to LEAs and projects for all schools located in the service territory of one of the four utilities, as defined in Table 1, that fund the CalSHAPE Program. The CEC will continually evaluate the effectiveness of the program guidelines in achieving the purposes of AB 841 and may publish new editions to update eligibility and prioritization as needed.

B. Keyword/Terms

Table 1 identifies the key words or terms used in the program guidelines.

Table 1: Key Words and Terms

Word/Term	Definition
AB	Assembly Bill
CalSHAPE Plumbing Program	The CalSHAPE Plumbing Program administers the requirements of the School Noncompliant Plumbing Fixture and Appliance Program as specified in Article 4 of Chapter 8.7 (commencing with Section 1630) of Part 1 of Division 1 of the PUC.
CalSHAPE Program	California Schools Healthy Air, Plumbing, and Efficiency Program, which includes two grant programs: CalSHAPE Plumbing Program and CalSHAPE Ventilation Program.
CalSHAPE Plumbing Program Guidelines	California Schools Healthy Air, Plumbing, and Efficiency Plumbing Program Guidelines
CalSHAPE Ventilation Program	The CalSHAPE Ventilation Program administers the requirements of the School Reopening Ventilation and Energy Efficiency Verification and Repair Program as specified in Article 3 of Chapter 8.7 (commencing with Section 1620) of Part 1 of Division 1 of the PUC.
CEC	California Energy Commission
CEQA	The California Environmental Quality Act found in California Public Resources Code Section 21000 et seq., and the CEQA Guidelines, promulgated by the California Natural Resources Agency, California Code of Regulations Title 14, Section 15000 et seq. CEQA generally requires state and local government agencies to inform decision makers and the public about the potential environmental impacts of proposed projects, and to reduce those environmental impacts to the extent feasible.
Contractor	A person or company with the appropriate license classification, as determined by the Contractors State License Board.
DIR	California Department of Industrial Relations
LEA	Local educational agency. A school district as defined in Section 41302.5 of the Education Code, a charter school that has been granted a charter pursuant to Part 26.8 (commencing with Section 47600) of Division 4 of Title 2 of the Education Code, or a regional occupational center established under Section 52301 of the Education Code that is operated by a joint powers authority and

	that has an active career technical education advisory committee pursuant to Section 8070 of the Education Code.
Noncompliant Appliance	Means all the following: (1) Any commercial dishwasher that was manufactured prior to January 1, 2010, that does not meet the efficiency requirement of the ENERGY STAR® Product Specification for Commercial Dishwashers, Version 1.1. (2) Any automatic commercial ice maker that was manufactured prior to January 1, 2010, that does not meet the efficiency requirement of the ENERGY STAR Product Specification for Automatic Commercial Ice Makers, Version 1.0. (3) Any commercial clothes washer that was manufactured prior to January 1, 2010, that does not meet the efficiency requirement of the ENERGY STAR Product Specification for Clothes Washers, Version 5.0.
Noncompliant Plumbing Fixtures	Has the same meanings as set forth in Section 1101.3 of the Civil Code, which is any of the following: (1) Any toilet manufactured to use more than 1.6 gallons of water per flush. (2) Any urinal manufactured to use more than one gallon of water per flush. (3) Any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute. (4) Any interior faucet that emits more than 2.2 gallons of water per minute.
Notice of proposed award	CEC notification to the LEA following approval of a grant application.
Notice of funding availability	A notice issued by the CEC to identify anticipated funding that will be made available in each round of CalSHAPE Program grants. The notice will provide relevant application dates and any funding restrictions applicable to that funding round.
Project	“Project” refers to all replacements of Noncompliant Plumbing Fixtures and Appliances that are funded by a School Plumbing Fixture and Appliance Replacement Grant at a site.
PUC	Public Utilities Code
School Plumbing Fixture and Appliance	A grant provided as part of the CalSHAPE Plumbing Program to fund the replacement of Noncompliant Plumbing Fixtures and Appliances.

Replacement Grants	
SEES Program	School Energy Efficiency Stimulus Program established pursuant to Section 1610 of Chapter 8.7 Article 1 of the PUC. For program administration purposes, the SEES Program will be referred to as the CalSHAPE Program.
Service territory requirement	Sites must be located in a participating utility's service territory to receive a CalSHAPE Program grant. PUC Section 1615(c) requires the CEC to ensure that moneys from each utility are used for projects located in the service territory of the utility from which the moneys are received.
Site	School where School Plumbing Fixture and Appliance Replacement Grant work will be performed.
Skilled and Trained Workforce	Has the same meaning as set forth in Section 2601 of the Public Contract Code.
Underserved Community	A community that meets one of the following criteria: (1) Is a "disadvantaged community" as defined by subdivision (g) of Section 75005 of the Public Resources Code. (2) Is included within the definition of "low-income communities" as defined by paragraph (2) of subdivision (d) of Section 39713 of Health and Safety Code. (3) Is within an area identified as among the most disadvantaged 25 percent in the state according to the California Environmental Protection Agency and based on the most recent California Communities Environmental Health Screening Tool, also known as CalEnviroScreen. (4) Is a community in which at least 75 percent of public school students in the project area are eligible to receive free or reduced-price meals under the National School Lunch Program. (5) Is a community located on lands belonging to a federally recognized California Indian tribe.
Utility or Utilities	Means both of the following: (1) An electrical corporation with 250,000 or more customer accounts within the state. (2) A gas corporation with 400,000 or more customer accounts within the state.

	This definition includes Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), San Diego Gas & Electric Company (SDG&E), and Southern California Gas Company (SCG).
Water-Conserving Appliance	Means any of the following: (1) A commercial dishwasher that meets the criteria of the ENERGY STAR Product Specification for Commercial Dishwashers, Version 2.0, or any revision to those criteria published by the United States Environmental Protection Agency that is adopted by the CEC for the program. (2) An automatic commercial ice maker that meets the criteria of the ENERGY STAR Product Specification for Automatic Commercial Ice Makers, Version 3.0, or any revision to those criteria published by the United States Environmental Protection Agency that is adopted by the Energy Commission for the program. (3) Any commercial clothes washer that meets the criteria of the ENERGY STAR Product Specification for Clothes Washers, Version 8.0, or any revision to those criteria published by the United States Environmental Protection Agency that is adopted by the Energy Commission for the program.
Water-Conserving Plumbing Fixtures	Has the same meanings as set forth in Section 1101.3 of the Civil Code, which is any fixture that complies with current building standards applicable to a newly constructed real property of the same type.

Source: California Energy Commission

C. Budget

Funding for the CalSHAPE Program comes from the energy efficiency budgets of California’s large electric and gas investor-owned utilities. Specifically, these utilities include electrical corporations with 250,000 or more customer accounts within the state and gas corporations with 400,000 or more customer accounts within the state, as determined by the California Public Utilities Commission (CPUC). These utilities are Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), San Diego Gas & Electric Company (SDG&E), and Southern California Gas Company (SCG).

The program will accumulate funding in 2021, 2022, and 2023. The annual funding for the program is derived from a combination of current year available funds and prior year unspent and uncommitted energy efficiency funds as described in PUC Section 1615(a). Each year, from 2021 to 2023, it is expected that the utilities will be required to prepare a joint advice letter detailing that year’s budget for CPUC approval. Funding awards must be distributed proportionally to each utility area based on program funds contributed by that utility and used

for projects located in the utility’s service territory. PG&E has both electric and gas service territories, and the available funding attributed to each service territory will be in accordance with the energy efficiency portfolio budget recovery electric and gas funding percentages provided by PG&E in the utilities’ joint advice letter to the CPUC.

The CEC will allocate the available funding contributed by each utility using five funding categories. The funding category available to each school site is determined based on the utility service territory in which the site is located. Table 2 identifies the funding categories and the associated utility service territories from which an award will be made. All projects funded by a program grant must meet the same requirements, as described by these guidelines, regardless of funding category.

The CEC will provide notices of annual budget accrual, total program funding, and available funds for each funding category at least once per year. Funds are allocated to the two grant programs per PUC Section 1616, with 75 percent to CalSHAPE Ventilation and 25 percent to CalSHAPE Plumbing.

Table 2: Utility Service Territory Funding Categories

Funding Category	Utility Service Territories
PG&E Electric	PG&E electric/PG&E gas PG&E electric/Nonparticipating utility gas PG&E electric/SCG gas
PG&E Gas	Nonparticipating utility electric/PG&E gas
SCE	SCE electric/Nonparticipating utility gas SCE electric/SCG gas
SCG	Nonparticipating utility electric/SCG gas
SDG&E	SDG&E electric/SDG&E gas SDG&E/Nonparticipating utility gas SDG&E electric/SCG gas

Source: California Energy Commission

Following PUC Section 1615(e), the CEC shall return all unused funds to each utility by December 1, 2026. To accomplish this, all projects, reporting, and reconciliation must be completed, and any unused funds returned to the CEC as described in Chapter 4. LEAs will be provided instructions for returning any unused funds to the CEC.

D. CalSHAPE Plumbing Eligibility

1. Eligible Applicants

California LEAs are eligible applicants for grants. An LEA is defined as any of the following:

- a. A school district as defined in Section 41302.5 of the Education Code, which includes:
 1. County boards of education.
 2. County superintendents of schools.
 3. Direct elementary and secondary level instructional services provided by the state, including the Diagnostic Schools for Neurologically Handicapped Children as established under Article 1 (commencing with Section 59200) of Chapter 3 of Part 32 of the Education Code.
- b. A charter school that has been granted a charter following Part 26.8 (commencing with Section 47600) of Division 4 of Title 2 of the Education Code.
- c. A regional occupational center established pursuant to Section 52301 of the Education Code that is operated by a joint powers authority and that has an active career technical education advisory committee pursuant to Section 8070 of the Education Code.

California LEAs may apply for funding to be used for projects at schools that are in the service territory of the utilities as defined herein. LEAs must demonstrate that each site meets service territory requirements. CEC staff will verify submitted information as needed to ensure compliance with the service territory requirements.

Authorized third parties may complete applications on behalf of LEAs but may not sign or enter into agreements on behalf of LEAs. A letter of authorization from the LEA, specifying any authority or responsibility delegated to the third party, is required as part of the application package. No funding will be provided for the costs of completing an application for funding or for third-party consultant fees for application or project-related work.

2. Utility Service Territories and Application Tiers

PUC Section 1615(c) states that CEC shall ensure that moneys from each utility are used for projects within the service territory from which the money is received; for example, the funds collected from PG&E will be distributed in PG&E territory.

For implementing the program, CEC has established an approach based on the method employed for the CEC's Energy Conservation Assistance Act — Education Subaccount (ECAA-Ed) Competitive Loan Program to ensure that program funds are available to a range of LEAs within each utility service territory. LEAs in each utility service territory funding category are divided into three tiers based on LEA student enrollment. LEA tiers are detailed in Table 3.

Table 3: LEA Tier by Enrollment Numbers

Tier	Number of Students
1	Fewer than 1,000
2	Between 1,000 and 5,000
3	More than 5,000

Source: California Energy Commission

LEAs will be included in one or more of the application tiers as detailed in Table 4 corresponding to a utility service territory funding category and the size of the LEA.

Table 4: LEA Application Tiers

Tier	PG&E Electric	PG&E Gas	SCE	SDG&E	SCG
1	PG&E-E1	PG&E-G1	SCE1	SDG&E1	SCG1
2	PG&E-E2	PG&E-G2	SCE2	SDG&E2	SCG2
3	PG&E-E3	PG&E-G3	SCE3	SDG&E3	SCG3

Source: California Energy Commission

3. Allocation of Funds Method

To allocate program funds for each program year, CEC will calculate the available funds by tiers presented in Table 4 for each utility service territory funding category. The calculation will be based on the final budget for each utility as approved by the CPUC for each program year as described in PUC Section 1615(a)(1).

CEC will allocate funds by application tier for each utility service territory funding category using the percentages shown in Table 5.

Table 5: Available Funds by Application Tier

Tier	PG&E Electric		PG&E Gas		SCE		SDG&E		SCG	
1	PG&E-E1:	10%	PG&E-G1:	10%	SCE1:	10%	SDG&E1:	10%	SCG1:	10%
2	PG&E-E2:	10%	PG&E-G2:	10%	SCE2:	10%	SDG&E2:	10%	SCG2:	10%
3	PG&E-E3:	80%	PG&E-G3:	80%	SCE3:	80%	SDG&E3:	80%	SCG3:	80%

Source: California Energy Commission

CEC will provide the amount of funds available for each utility's service territory and the funds available in each application tier in the notice of funding availability as described in Chapter 3, which will be issued for each funding round.

4. Funds Not Used in an Application Tier

If all funding originally allocated to a particular application tier is not disbursed at the conclusion of the applicable funding round, undisbursed funds may be reallocated to one or more other application tiers, or reserved for a future funding round depending on current and projected applicant demand. Consistent with PUC Section 1615(c), funds cannot be reallocated to fund projects from one utility service territory to another.

5. Eligible Schools

Beginning with the start of Funding Round Three, unless otherwise restricted in the notice of funding availability, all sites that meet the requirements for eligible schools in this section and are in the service territory of at least one of the utilities, as provided in Section C, are eligible for a School Plumbing Fixture and Appliance Replacement Grant award.

LEAs may apply for grants to conduct activities at schools that:

- a. Are on a site owned by the LEA.
- b. Are on a publicly owned site, such as a site owned by a school district or other public entity, whether the LEA has a lease with that entity.
- c. Are on a privately owned site for which there is a lease with a term that exceeds the program duration, ending after December 1, 2026.

LEAs must provide proof of ownership or complying leases. Information on the documentation that may be provided as proof of ownership or complying lease is provided in Chapter 3.B. Charter schools will be required to submit a certificate of good standing with the application package.

Sites that are located within the service territory of a community choice aggregator (CCA) or local publicly owned electric utility (POU) are not prohibited from participating in the program. School sites located within a CCA or POU may be eligible for funding based on the appropriate utility service territory funding category as described in Section C and Table 2.

The CEC reserves the right to limit eligibility to achieve statutory and other goals. The CEC will provide notification of any site eligibility changes or limitations in a funding round in the notice of funding availability or any updates to it.

6. Number of Applications

An LEA may submit up to three applications for program funds in each funding round. There is no restriction on how many sites an LEA can include in a single application. A site can be included only once in an application in each funding round. A site may be included more than once in applications that are submitted in different funding rounds provided each application is for the replacement of different noncompliant plumbing fixtures and appliances at the site.

7. Relationship to CalSHAPE Ventilation Applications and Awards

CalSHAPE Ventilation and CalSHAPE Plumbing are separate programs. LEAs are required to submit individual applications to participate in either program.

8. Multiple Sources of Funding

Participation in another program does not prevent participation in the program. However, an LEA receiving program funding may not receive additional funds from another program that, when combined with program funding, exceed the total cost of the project. Furthermore, program funds shall be used only for distinct, eligible costs described in these guidelines that are not funded by another funding source. CEC reserves the right to review and audit all grant and funding award documents to ensure compliance with this requirement

E. Schools in Underserved Communities

PUC Section 1612 requires the program offer funds to schools that are in an underserved community before schools that are not in an Underserved Community. The program defines an "underserved community" as meeting one of the following criteria:

1. Is a "disadvantaged community" as defined by Public Resources Code Section 75005(g).¹
2. Is included within the definition of "low-income communities" as defined by Health and Safety Code Section 39713(d)(2).²
3. Is within an area identified as among the most disadvantaged 25 percent in the state according to the California Environmental Protection Agency and based on the most

1 Public Resources Code Section 75005(g) defines "disadvantaged community" as a community with a median household income less than 80 percent of the statewide average.

2 Health and Safety Code Section 39713(d)(2) defines "low-income communities" as census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development's list of state income limits adopted under Health and Safety Code Section 50093.

recent California Communities Environmental Health Screening Tool, also known as CalEnviroScreen.

4. Is a community in which at least 75 percent of public school students in the project area are eligible to receive free or reduced-price meals under the National School Lunch Program.
5. Is a community located on lands belonging to a federally recognized California Indian tribe.

PUC Section 1612 requires that at least 25 percent of projects to be in underserved communities. To meet the statutory requirement that schools meeting one or more underserved community criteria be offered funding before other schools, CEC limited applications and awards for the first two funding rounds to schools meeting one or more of the underserved community criteria referenced in PUC Section 1601(e) and described in these guidelines.

Beginning with the start of Funding Round Three, the CEC will no longer offer priority awards to schools in underserved communities but reserves the right to limit eligibility to achieve statutory and other goals. The CEC will continue to identify sites that meet the criteria for underserved communities, listed above, for data collection purposes and to verify that statutory requirements are met.

CHAPTER 2:

Project Requirements

A. School Plumbing Fixture and Appliance Replacement Grants

An LEA may apply for a grant to fund the replacement of noncompliant plumbing fixtures and appliances with water-conserving plumbing fixtures and appliances.

Grant applications must specify the details of each site and provide contractor estimates for costs specific to each site. Awards will be made based on contractor's estimates. Additional details on application requirements are provided in Chapter 3.

School Plumbing Fixture and Appliance Replacement Grant funds can be used only for costs directly related to the replacement of the noncompliant plumbing fixtures and appliances with water-conserving plumbing fixtures and appliances as described in this chapter. More information on ineligible costs can be found in Chapter 3.H.

B. Noncompliant Plumbing Fixtures and Appliances

1. Noncompliant Plumbing Fixtures

Plumbing fixtures exceeding the following water usage levels as set forth in Section 1101.3 of the Civil Code shall be considered noncompliant:

- a. Any toilet manufactured to use more than 1.6 gallons of water per flush
- b. Any urinal manufactured to use more than one gallon of water per flush
- c. Any showerhead manufactured to have a flow capacity of more than 2.5 gallons of water per minute
- d. Any interior faucet that emits more than 2.2 gallons of water per minute

2. Noncompliant Appliances

Noncompliant appliances meeting one of the following conditions shall be considered noncompliant:

- a. Commercial dishwasher manufactured before January 1, 2010, that does not meet the efficiency requirement of the ENERGY STAR® Product Specification for Commercial Dishwashers, Version 1.1
- b. Any automatic commercial ice maker manufactured before January 1, 2010, that does not meet the efficiency requirement of the ENERGY STAR Product Specification for Automatic Commercial Ice Makers, Version 1.0
- c. Any commercial clothes washer manufactured before January 1, 2010, that does not meet the efficiency requirement of the ENERGY STAR Product Specification for Clothes Washers, Version 5.0

C. Application

Applicants will be required to provide documentation showing the existence of noncompliant plumbing fixtures or appliances with the application for a School Plumbing Fixture and Appliance Replacement Grant. The documentation must provide a description, list the respective efficiencies, and identify the noncompliant components of the plumbing fixtures and appliances that are included for replacement in the contractor estimate. This documentation will be used to determine which fixtures or appliances meet the noncompliant plumbing fixtures and appliances requirements listed in Chapter 2.B and are therefore eligible for replacement through the program.

The documentation included with the application shall include:

1. Name and address of site and person or contractor preparing and certifying any documents.
2. Documentation of the plumbing fixture and appliance equipment model number, serial number, general condition of unit, ENERGY STAR rating, and any additional information that could be used to assess replacement options given potential for increased water usage efficiency benefits.
 - a. If this information is unknown, the applicant may instead provide a written explanation and additional documentation that confirms the plumbing fixture or appliance qualifies as a noncompliant plumbing fixture or appliance. The documentation may include the following:
 1. A picture or video confirming the Energy Star rating or flow rate.
 2. A written letter stating the date the plumbing fixture or appliance was installed or general information on its approximate age.
3. The contractor-verified cost estimate for the replacement of all Noncompliant Plumbing Fixtures and Appliances included in the application.

D. Documentation of Completed Work

Upon completion of all work funded by a grant, the applicant must document the noncompliant plumbing fixture and appliance replacement at each site included in the grant. The documentation of completed work must include:

1. Name and address of site and person or contractor preparing and certifying information.
2. Description of noncompliant plumbing fixtures and appliances.
3. Verification that the applicant has installed water-conserving plumbing fixtures and appliances, as defined in Table 1. This verification must include the minimum water efficiencies for plumbing fixtures and minimum ENERGY STAR ratings for plumbing appliances.
4. The new water-use efficiencies for each of the replaced plumbing fixtures and appliances.

5. Verification that all work was performed by qualified personnel, including the provision of the contractor's name and license, and verification that all construction work has been performed by a skilled and trained workforce.

The respective ENERGY STAR databases can be found at the following locations:

1. ENERGY STAR Requirements for Dishwashers:
[Energy Star Commercial Dishwasher Requirement 1.1](#)
2. Energy Star Requirements for Commercial Ice Makers:
[Energy Star Requirements for Automatic Commercial Ice Makers 1.0](#)
3. ENERGY STAR Requirements for Commercial Clothes Washers:
[Energy Star Requirement for Commercial Clothes Washers Version 5.0](#)

E. Skilled and Trained Workforce Requirement

All construction work completed as a part of the School Plumbing Fixture and Appliance Replacement Grant must be performed by a skilled and trained workforce, which has the same meaning as in Section 2601 of the Public Contract Code. LEAs may use in-house staff to complete the work if the staff meets all skilled and trained workforce requirements.

F. Proper Disposal/Recycling Requirements

Grant recipients shall dispose or recycle all noncompliant plumbing fixtures, noncompliant appliances, or both in compliance with all local ordinances, standards, and requirements. Noncompliant plumbing fixtures and appliances are to be removed from service as part of this program and are not to be resold or reinstalled.

G. Grant Budget

The budget for each LEA grant award will be equal to the sum of approved individual site budgets for all sites included in the LEA grant application. Each site budget will be equal to the amount of the contractor estimate for eligible work to be completed at that site. CEC program staff will determine the approved site budget based on program requirements, including eligible cost requirements in these guidelines and SEES Program statutes. No additional funding will be awarded for costs that exceed the approved site budgets.

H. Payment of Prevailing Wage

The LEA shall ensure, to the extent applicable, the budget considers the payment of prevailing wages. These grants may be subject to public works requirements (Labor Code Section 1720 et seq.), a requirement of which is to pay prevailing wages. LEAs are responsible for complying with all applicable laws, which can include public works requirements.

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a project is or is not a public works project. LEAs shall assume their projects are public works unless they obtain a determination to the contrary from DIR or an appropriate court. As such processes can be time-consuming,

please plan accordingly given the application deadline. Without such a determination, LEAs shall explain how they have included appropriate budgets for prevailing wages.

I. Project Term

For each School Plumbing Fixture and Appliance Replacement Grant project, the LEA will have up to 24 months to complete all work and submit the final documentation described in Chapter 4.

CHAPTER 3:

Grant Applications and Awards

This chapter provides information for participation in the initial phase of program awards including the application process, required application forms and supporting documentation, a description of the process used by the CEC to approve applications and determine grant awards, payment of funds, and project and reporting requirements.

The funding award amounts will be made based on a contractor's site-specific estimate for eligible work.

The CEC will issue a notice of funding availability identifying the anticipated funding to be made available in each round of grants. The notice of funding availability will identify any relevant application dates including the first and last date applications can be submitted and any funding restrictions applicable to that round of funding. Dates may be adjusted by the CEC through the issuance of a notice updating information.

A. Application Process

The application process has been designed to simplify the submission of an initial application. CEC will also provide an option for the LEA to receive reimbursement of incurred costs up to 50 percent of the total grant award after the CEC has accepted the LEA's application, countersigned the grant agreement, and reserved funds for use based on the costs in the submitted contractor estimate.

The application and award process generally follows the following steps.

1. The CEC issues a notice of funding availability with details of the total funding available, start and end dates for application acceptance, and the breakdown of funds by funding category and by tiers, as described in these guidelines.
2. LEAs submit grant applications electronically as required in the notice of funding availability.
3. The CEC will begin to review applications in the order that complete applications are received.
 - a. CEC staff will accept and review all applications submitted by the posted deadline.
 - b. At any time, should the CEC determine that all funds in a single funding category or tier or both have been reserved, the CEC may provide public notification of that determination but will continue to accept applications and identify LEAs that may be funded should additional funding become available.
4. The CEC will grant funding awards for complete applications, at which time funds will be reserved for the LEA for approved projects.

5. Incomplete applications and applications deemed not to have met the application requirements (collectively referred to as “noncompliant” applications) will not be considered.
 - a. The CEC will notify LEAs if an application is noncompliant, and the applicant may reapply during the open application period. Depending on the volume and timing of applications received, the CEC may not always be able to review and notify applicants of noncompliant applications during the open application period. Accordingly, applicants are encouraged to apply as early in the process as possible.
6. The CEC will issue a notice of proposed award to an LEA with a complete application. The LEA will be required to submit the additional required documents and complete and sign a grant agreement to reserve the grant award funding.
7. Once the CEC accepts the LEA’s final application documents, it will countersign the grant agreement and reserve funds for the LEA based on the costs in the submitted contractor estimate.
8. The LEA may thereafter request reimbursement for incurred costs of up to 50 percent of the total grant award. Any incurred costs greater than 50 percent of the total grant award will be included in the final invoice. For these guidelines, the term “incurred costs” is defined as an eligible expense for which the recipient has become liable (legally obligated) to pay.
9. All planned projects will also receive additional guidance on project completion, reporting, and invoice submittal.
10. All projects must adhere to the requirements provided in these guidelines and must use all required forms to receive a grant award and funding.

B. Application Package

Eligible applicants must submit a complete application package for a School Plumbing Fixture and Appliance Replacement Grant using the electronic submission process and system identified in the notice of funding availability issued by the CEC. The application package must include the following in the required form or formats. The information required in the application form is listed in Appendix A of these guidelines, and all forms will be made available for use in developing the application package on the [program web page](https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program) (<https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>).

1. Applicant Details (Plumbing-1): LEA information including official name, address, responsible parties, contact information, description of LEA territory, and schools.
2. Overall Grant Request Summary (Plumbing-2): Grant site and budget summary page and status of all site-specific work, including start date and projected end date.
3. Site-Specific Details (Plumbing-3): Detailed information identifying all sites to be addressed by the grant, general site information, identification of the number and type

of Noncompliant Plumbing Fixtures and Appliances on site, project completion status, total site-specific estimate for replacement project.

4. The LEA self-certifies:
 - a. It will follow the program guidelines.
 - b. The information included in the application package is true and correct to the best of the LEA's knowledge.
 - c. It will obtain Division of the State Architect (DSA) project approval as applicable under California Code Regulations, Title 24.
 - d. It acknowledges that the expended funds may be subject to audit, including a financial audit.
 - e. It will comply with all reporting requirements.
 - f. It will comply with all School Plumbing Fixture and Appliance Replacement Grant terms and conditions.
 - g. All noncompliant plumbing fixtures and appliances will be disposed of or recycled in compliance with its own policies or other applicable state and local end-of-life management and recycling requirements.
 - h. It will comply with all skilled and trained workforce requirements.
 - i. All applicable DIR and Labor Code requirements on public works, including the payment of prevailing wage, will be followed.
 - j. It acknowledges that it may be subject to a post program site visit and measurement and evaluation study conducted by the CEC or its delegate.
5. Supporting documentation:
 - a. Site-specific contractor estimate supporting each site-specific amount requested.
 1. To be deemed complete, a contractor estimate must be itemized and include all required details.
 - b. Certificate of Good Standing for Charter School Applicants.
 - c. Letter of authorization for third-party applicants.
 - d. Acceptable documentation for proof of ownership or complying lease includes:
 1. For sites owned by a school district, a letter signed by a school district official or authorized staff with a list of the sites and an attestation that the sites are owned by the school district.
 2. For sites owned by a charter school, a copy of the property deed, county records, or other official public document that confirms the charter school's ownership of the site.
 3. For leased sites, a copy of the lease with a term that exceeds the program duration, ending after December 1, 2026. If the lease term does not end after December 1, 2026, the LEA may submit a letter of intent signed by the site

owner with a statement that the owner intends to renew the lease with the LEA for a term that ends after December 1, 2026.

C. Contractor Estimates

The amount requested in the application package may only be for reasonable costs of the replacement of noncompliant plumbing fixtures and appliances, as described in Chapter 2.

The contractor estimate must include a detailed site-specific budget, timeline, and a clear and accurate description of the work that will be provided. The site-specific budget needs to show cost estimates for the replacement of each plumbing fixture or appliance unit, which includes the materials and labor costs.

The LEA will be required to submit the original contractor estimate as part of the application package to demonstrate that all costs are reasonable for the work to be completed. The contractor estimate must include supporting documentation demonstrating that the scope of work is consistent with the requirements of these guidelines, as listed in Chapter 2.

Ineligible costs, as described in Chapter 3.I, cannot be included as part of the contractor estimate. Additional information consistent with these guidelines may be required from LEAs to complete the grant agreement after notification of the grant award.

The CEC does not have authority to authorize LEAs to use a particular procurement method for use of these funds. LEAs will have to rely on their own existing authority and shall comply with applicable law.

D. Application Review

Applications will be accepted only electronically through the CEC's electronic submission system, and all applications submitted will be identified by the date and time received. Any applications received after the noticed deadline will not be accepted, and a notice of rejection will be sent to the applicant. Any application forms or links and deadlines shall be described in the notice of funding availability. The CEC will not accept applications via email or fax. Applications must use the CEC's electronic submission system.

The CEC will review each submitted application package to ensure all the required information has been provided. An application with minor errors or inconsistencies that do not affect the completeness of the package may still be considered for funding. If an applicant or the CEC discovers any minor errors or inconsistencies, the applicant will be given 15 business days excluding state and federal holidays or until the application deadline, whichever occurs first, to resubmit the application to resolve the errors or inconsistencies. If the application is resubmitted, but there are remaining or additional errors or inconsistencies discovered in the application, the applicant will be given an additional 15 business days excluding state and federal holidays or until the application deadline, whichever occurs first, to resubmit the application to resolve the errors or inconsistencies. If the applicant does not resubmit the application in the allowed time frame, the application will be rejected.

If an application is rejected during the open application period, the LEA may revise and resubmit the application during the open application period. Depending on the volume and timing of applications received, the CEC may not always be able to review and notify applicants of errors during the open application period. If the applicant does resolve the errors or inconsistencies before the application deadline, the application will be approved or not be approved accordingly following to program requirements.

CEC staff will rank all approved applications by the date and time the final approved application was received. Grant applications will be processed until all available funds within each funding category and tier are awarded. Any approved grant applications received that exceed the amount of funds available in the current round of funding for the funding category and application tier will be placed in order of date and time received on a priority list for funding when funds become available.

E. Notice of Proposed Award and Execution of Grant Agreement

Following approval of an application, CEC staff will send a notice of proposed award to the successful LEA and request the following additional information to complete the grant agreement, consistent with these guidelines:

1. Payee Data Record (STD-204): Required for grant award payment.
2. An authorizing document from the governing body, such as a resolution authorizing acceptance of the award and entering award agreement.
3. A signed grant agreement indicating that the LEA has read and accepted the terms and conditions.

Failure to agree to the terms and conditions by taking actions such as failing to sign the grant agreement or indicating that acceptance is based on modification of the terms will result in rejection of the application. The CEC reserves the right to modify the terms and conditions prior to executing the grant agreement.

At the time the grant agreement is fully executed by the CEC, the grant award funding will be reserved for the LEA.

F. Payment of Grant Funds

The CEC expects to receive funding for the program from participating utilities quarterly. Payment to grantees depends on CEC receipt of funding.

The CEC will issue an email notice to approved grant applicants identifying the amount of the award. As noted above, the LEA will be awarded the amount requested, which must equal the total of each site-specific budget.

G. Timing of Payment

After the grant agreement is fully executed and the CEC has reserved funds for the project, the LEA may request, and the CEC may approve payment of, reimbursement of the LEA's incurred costs of up to 50 percent of the total grant award for all sites included in the grant

agreement. Payment will be issued by the State Controller's Office (SCO). SCO expects to be able to issue payments within four weeks once all required documentation is reviewed and approved by the CEC.

An LEA may submit up to four requests for reimbursement of incurred costs for each grant agreement at any time during the project term. An LEA may only submit one request per month and that request may include any number of sites. The aggregate amount of all requests for reimbursement of incurred costs may not exceed 50 percent of the total grant award, which may be identified as the "initial payment" amount in Exhibit B of grant agreements.

The remaining grant funds will be provided upon receipt and review of all final required documentation. If the LEA does not complete all the project requirements, all grant award funding shall be promptly returned to the CEC.

CEC staff will issue payment for the final invoice once and only when all final reporting is submitted and approved by CEC staff.

H. Reimbursement of Incurred Costs

Incurred costs eligible for reimbursement are costs for which the recipient has become legally obligated to pay and that comply with the terms of an executed grant agreement for a School Plumbing Fixture and Appliance Replacement Grant. Grantees will receive a notification after the execution of the grant agreement with specific information on the process to request reimbursement of incurred costs.

Grantees are required to provide proof of incurred costs with any request for reimbursement. The documentation must demonstrate that the costs are eligible for reimbursement, as described in these guidelines, are consistent with the grant agreement and terms and conditions, and qualify as incurred costs, as defined in Section A.

Documentation of incurred costs must provide site-specific information and be itemized to show both the material and labor costs for each plumbing fixture and appliance replacement listed in the grant agreement for which costs have been incurred. In addition, documentation of incurred costs must establish that all work performed complies with any applicable skilled and trained workforce and other labor requirements.

I. Ineligible Costs

Only direct costs and work performed in accordance with the terms of the grant agreement will be eligible for reimbursement. Costs not related to the replacement of the noncompliant plumbing fixtures and appliances, as defined in Chapter 2.B, are not eligible expenses.

Costs that are not reimbursable with grant funding include, but are not limited to:

1. Costs, other than those noted above, incurred outside the terms of the grant agreement with the CEC.
2. Purchase of equipment not an integral part of the project.

3. Replacement of existing funding sources for ongoing programs.
4. Costs stemming from DSA requirements.
5. Consultant fees.

CHAPTER 4:

Project Completion and Reporting

A. Completion of Projects

As noted, grant recipients will have 24 months to complete all replacement work and final documentation requirements. Although the CEC may issue a reminder of the project deadline, it is the grant recipients' responsibility to monitor project completion and meet all required documentation and invoicing deadlines.

LEAs shall submit final documentation electronically using the system or process required by the CEC at the time the documentation is due. The CEC will provide all forms, formats, and guidance needed to assist in documentation on the program web page.

B. Reporting

PUC Section 1618 states that the reduction in greenhouse gases (GHG) and energy savings attributed to a project funded by the CalSHAPE Program shall be attributed to the utility that provided those funds.

Energy and GHG savings are not a required element of the final documentation reporting on grant projects. Nonetheless, additional data or information may be requested from the grantee to allow the CEC to determine the GHG reductions and energy savings under PUC Section 1618. The LEA, contractor, licensed professional, or a combination thereof, shall cooperate with CEC staff or CEC consultants in any assessment of the energy and GHG savings of a project, including providing access to the project site and providing project and equipment information. The cost associated with any additional reporting or assessment will not be funded by a program grant.

C. Final Documentation and Invoice for Remaining Funds

After the project has been completed, the applicant will submit a final document package to the CEC that includes:

1. Detailed noncompliant plumbing fixture and appliance documentation, as specified in Chapter 2.C.
2. Documentation of installed plumbing fixtures and appliances, as specified in Chapter 2.D.
3. Final invoice(s) for all expended grant funds up to the original grant award amount for each site. The invoices must provide site specific information and be itemized to show both the material and labor costs for each plumbing fixture and appliance replacement listed in the grant agreement.

4. Additional reporting detail as required to calculate or confirm water-usage savings, energy-usage savings, or reduction in greenhouse gas emissions resulting from the project.
5. The LEA self-certifies:
 - a. It followed the program guidelines.
 - b. The information included in the final document package is true and correct to the best of the LEA's knowledge.
 - c. All California Environmental Quality Act (CEQA) requirements are completed.
 - d. It has obtained any required DSA project approvals as applicable under California Code Regulations, Title 24.
 - e. It acknowledges that the expended funds may be subject to an audit, including a financial audit.
 - f. It complied with all reporting requirements.
 - g. It complied with all School Plumbing Fixture and Appliance Replacement Grant terms and conditions.
 - h. All noncompliant plumbing fixtures and appliances have been disposed of or recycled in compliance with its own policies or other applicable state and local end-of-life management and recycling requirements.
 - i. It complied with all skilled and trained workforce and other labor requirements.
 - j. It complied with any applicable labor code requirements on the payment of prevailing wage.
 - k. All DIR requirements for public works, including payment of prevailing wages, were followed.
 - l. It commits to participate with the CEC or its delegate in the assessment of energy savings or GHG emission reductions, including providing access to project sites and project and equipment information.
 - m. It acknowledges that it may be subject to a post program site visit and measurement and evaluation study conducted by the CEC or its delegate.

D. Time Extension Requests

Grant recipients may request one-time extension to complete final reporting. The extension will be no more than six months and will not exceed the final program reporting deadline date of June 1, 2026.

CHAPTER 5:

Administration

A. Guidelines Authority

This program guidelines are adopted under Public Utilities Code Division 1, Part 1, Chapter 8.7 added by AB 841 (Ting, Chapter 372, Statutes of 2020), which directs the CEC to implement the CalSHAPE Plumbing Program as part of the CalSHAPE Program. Under PUC Section 1614(b), the Administrative Procedure Act (Chapter 3.5 [commencing with Section 11340] of Part 1 of Division 3 of Title 2 of the Government Code) does not apply to the adoption these guidelines.

B. Effective Date of Guidelines

These program guidelines are not effective until adopted by the CEC at a publicly noticed business meeting. The CEC will post the adopted [CalSHAPE Plumbing Program Guidelines, Second Edition](https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program), on its website: <https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>. Applicants may also obtain the program guidelines by contacting CalSHAPE@energy.ca.gov.

C. California Environmental Quality Act

The CEC must comply with CEQA (Public Resources Code section 21000 et seq.; see also California Code of Regulations Title 14, Section 15000 et seq.), which generally requires public agencies to identify and consider potential environmental impacts of proposed projects. Applicants will be required to submit CEQA documentation as part of their application to determine CEQA compliance. Refer to Appendix A: Application and Forms for further information.

D. Division of the State Architect Review

The DSA provides design and construction oversight for school districts. To ensure buildings are safe and compliant with accessibility standards, the DSA must review and approve public school construction for compliance with the California Code of Regulations, Title 24, the California Building Code (CBC), when alterations or additions are made to existing buildings.

Certain equipment replacements and upgrades funded by the program might be exempt or excluded from DSA review and approval for structural safety, depending on the scope of work and estimated construction cost. To help LEAs determine the various requirements and possible exemptions, the DSA provides resources and guidelines on its [website](https://www.dgs.ca.gov/DSA/Resources/Page-Content/Resources-List-Folder/Plan-Review-Appointment-Process-for-School-Essential-Services-Construction-Project) at <https://www.dgs.ca.gov/DSA/Resources/Page-Content/Resources-List-Folder/Plan-Review-Appointment-Process-for-School-Essential-Services-Construction-Project>.

In cases where DSA review is required, the DSA will verify that the original building construction was certified before it can issue approval of plans for alterations on that building.

DSA regional office staff can help LEAs identify whether a particular building is suitably certified and what steps are required to achieve certification. LEAs are advised to consider DSA requirements early in their planning for plumbing fixture and appliance replacements and contact the appropriate DSA regional office with jurisdiction over the area in which the project is located.

Visit the DSA Project Submittal Planning page for more information regarding plan submission at the Plan Review Appointment Process.

E. Enforcement

In addition to any other rights the CEC has, the CEC can take any of the following actions necessary to enforce the CEC's rights and program requirements.

1. Recovery of Overpayment

The CEC may direct its chief counsel to commence formal legal action against any applicant, former applicant, or recipient to recover any portion of a payment under a grant agreement that the executive director determines the applicant, former applicant, or recipient was not otherwise entitled to receive, retain (that is, advanced funds), or spend in the manner it was spent.

2. Fraud and Misrepresentation

The executive director may initiate an investigation of any applicant that the executive director has reason to believe may have misstated, falsified, or misrepresented information in submitting an application, payment request, or any reporting or other information required under the program. Based on the results of the investigation, the executive director may take any action deemed appropriate, including, but not limited to, cancellation of the reservation of funds, termination of the award or award agreement, recovery of any overpayment, and, with the concurrence of the CEC, recommending the Attorney General initiate an investigation and prosecution under Government Code Section 12650, et seq., or other provisions of law.

3. Noncompliance With Agreement

The CEC may seek remedies for noncompliance with agreement terms, work scope, and project milestones, including, but not limited to, stop work, termination, withholding requested payments, recovery of funds, or any other administrative or civil action.

F. Use and Disclosure of Information and Records and Confidentiality

With very few exceptions, all project documents submitted to the CEC or its technical consultant(s), including as part of any audit, are considered public records subject to disclosure under the California Public Records Act. The CEC or other state agencies may also use any of these documents or information for any purpose, including to determine eligibility and compliance with the CalSHAPE Program, applicable law, or a particular solicitation or guideline document; evaluate related or relevant programs or program elements; or prepare

reports. These documents and information include, but are not limited to, applications for funding, the agreement itself, invoices and any documentation submitted in support of applications, all agreement deliverables, final project report, and documents prepared for other reporting requirements, materials and documents developed as part of technology transfer activities.

If the CEC requires an applicant or recipient to provide copies of records that the recipient believes contain confidential/proprietary information entitled to protection under the California Public Records Act or other law, the recipient may request that such records be designated confidential according to the CEC's regulations for confidential designation, Title 20, California Code of Regulations, Section 2505.

Applicants considering confidentiality should note that CalSHAPE funds are subject to information disclosure requirements to ensure transparency. Information concerning the identity of recipients and the grant amount is public information and will be disclosed according to the California Public Records Act. This information, as well as other public information, may also be disclosed through the CEC's website, another State of California agency website, or through other means.

The CEC can disclose confidential information and records to other governmental entities and policing authorities for civil and criminal investigation and enforcement.

G. Substantive Changes in Guidelines

After adoption, substantive changes to the adopted program guidelines may be made with the approval of the CEC at a publicly noticed meeting with no fewer than 15 days public notice. Unless stated otherwise in the resolution approving substantive changes, such changes shall take effect upon adoption by the CEC and shall apply to all CalSHAPE Plumbing Program applicants and applications, and existing grant agreements and projects. Substantive changes to design or requirements include, but are not limited to, program eligibility.

H. Nonsubstantive Changes in Guidelines

If the program guidelines require nonsubstantive changes, the CEC will provide a notice of the changes to the CalSHAPE list serve (school_ee_stimulus) and post the amended guidelines on the program web page.

APPENDIX A:

Application Forms

This appendix describes the information that will be required in the application form. The School Plumbing Fixture and Appliance Replacement Grant Application form will be completed and submitted by the LEA using the electronic submission process and system identified in the notice of funding availability issued by the CEC. The application form will be made publicly available for use in developing the application package on the [program web page](https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program) (<https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>)

School Plumbing Fixture and Appliance Replacement Grant Application Form

- Application Information
 - Applicant name
 - Type of Entity/CDS Code
 - Application Region
 - Address
 - Contact information
 - Utility Provider(s)
- Project Information (Table format for multiple projects in LEA's application)
 - Type of project
 - School address
 - School size (classrooms/students)
 - Project description
- Project Schedule
 - Estimated start date
 - Estimated completion date
- Project Budget
- CEQA-related information
- Application Documents
- Self-Certifications

APPENDIX B:

Plumbing Application and Documentation Forms

This appendix describes the information that will be required in the application and final document package. The School Plumbing Fixture and Appliance Replacement Grant Application and final document package will be completed and submitted by the LEA using the electronic submission process and system identified in the notice of funding availability issued by the CEC. The documentation forms will be made publicly available for use in developing the application and final document package on the [program web page](https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program) (<https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>).

- **Documentation Form for Appliances (checklist)**
 - Unit/Model No./Serial No./ENERGY STAR Rating/Other Information as described in Chapter 2.B
 - Cost to replace
 - Cost to dispose of old equipment
 - Labor cost
- **Documentation Form for Fixtures (checklist)**
 - Unit/Model No./Serial No./Water Usage/Other Information as described in Chapter 2.B
 - Cost to replace
 - Cost to dispose of old equipment
 - Labor cost
- **Documentation of Completed Work Form for Appliances**
 - New Unit/Model No./Serial No./ENERGY STAR Rating
 - Completed invoice
- **Documentation of Completed Work Form for Fixtures**
 - New Unit/Model No./Serial No./Water Usage
 - Completed invoice

APPENDIX C:

Additional References

[Assembly Bill No. 841](#) Energy: transportation electrification: energy efficiency programs: School Energy Efficiency Stimulus Program. (2019-2020) (Ting)

http://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB841

EXHIBIT 1

July 18, 2022

Santa Rosa City Schools
 Erik Oden
 Director of Maintenance & Operations
 211 Ridgway Ave.
 Santa Rosa, CA 95401

Subject: CA AB 841 (“CalSHAPE”) Scope of Work Proposal for Round 1 Ventilation & Plumbing Program

Dear Mr. Oden,

Santa Rosa City Schools (“District”) has received approval of CalSHAPE grant applications for the following:

<u>Grant Approval Recipient</u>	<u>Agreement #</u>	<u>Agreement Amount</u>
Santa Rosa Elementary School District (Ventilation Program)	21R1VA1001	\$600,840
Santa Rosa High School District (Ventilation Program)	21R1VA1003	\$1,184,790
Santa Rosa Charter School for the Arts (Ventilation Program)	21R1VA1027	\$80,760
Santa Rosa High School District (Plumbing Program)	21R1PA1147	\$178,108
Santa Rosa Elementary School District (Plumbing Program)	21R1PA1051	\$85,078
Santa Rosa Charter School for the Arts	21R1PA1053	\$17,164

Total Approved Grant Amount: \$2,146,740



The Scope(s) of Work for each approved application is outlined in Exhibit A, attached to this proposal.

Syserco Energy Solutions will perform all work required and defined as "Scope of Work" in Exhibit 2, and meet all requirements as outlined by CalSHAPE program guidelines in Exhibit 3, attached to this proposal.

Approval of this proposal hereby authorizes Syserco Energy Solutions to perform all work, as outlined in Exhibit 2, according to all guidelines requirements as outlined in Exhibit 3, including all project closeout requirements.

The approved grant applications include funding in the amount of \$340,800 for provision and installation of CO2 sensors. This work is already being performed by Syserco Energy Solutions under existing contract, and funding amount of \$340,800 shall serve as reimbursement to the District for CO2-related work that is currently being performed. The remaining grant amount of \$1,805,940 shall serve as this contract amount, and shall be paid to Syserco Energy Solutions for completion of entire approved Scope(s) of Work as outlined in Exhibit 2, and according to program guidelines in Exhibit 3. No additional capital shall be required by District for this Scope of Work. Approved work herein shall be 100% funded by approved grant funding.

Provision and Installation of CO2 sensors is not included as part of this proposal. (This work is being performed under a separate agreement). All other CalSHAPE-approved Scope of Work is included.

NET Proposal Price: \$1,805,940

PROJECT MANAGEMENT: Upon acceptance of this change order proposal, Syserco Energy Solutions will assign a Project Manager to serve as primary Point of Contact for this work. Syserco Energy Solutions Project Manager shall be responsible for coordinating Personnel and Subcontractors to perform all aspects of Scope of Work, as required by Exhibit 2, and meet all requirements as outlined in Program Guidelines, Exhibit 3. The work shall be a collaborative effort and periodic project meetings will be scheduled with District by Project Manager, as needed.

Please signify acceptance of this Letter of Intent by signing below.

Letter of Intent Authorized by:

Anna Trunnell
Superintendent
Santa Rosa City Schools

Scott Meizen
VP / General Manager
Syserco Energy Solutions, Inc.

Signature

Signature

Date: _____

Date: _____

EXHIBIT 2

CalSHAPE Scope of Work & Grant Budget Amounts

[REDACTED]
Scope of Work

Santa Rosa High 4970920000000

Total Number of Sites 7

Site Name

Elsie Allen High
Maria Carrillo High
Ridgway High (Continuation)
Santa Rosa High
Rincon Valley Middle
Santa Rosa Middle
Hilliard Comstock Middle

CDS Code

49709204930160
49709204930244
49709204935607
49709204936803
49709206060271
49709206060289
49709206068977

Elsie Allen High

Category

Assessment & Maintenance
Filter
[REDACTED]

Unit Count

114
342
[REDACTED]

Maria Carrillo High

Category

Assessment & Maintenance
Filter
[REDACTED]

Unit Count

99
297
[REDACTED]

Ridgway High (Continuation)

Category

Assessment & Maintenance
Filter
[REDACTED]

Unit Count

32
96
[REDACTED]

Santa Rosa High

Category

Assessment & Maintenance
Filter
[REDACTED]

Unit Count

134
402
[REDACTED]

Rincon Valley Middle

Category

Assessment & Maintenance
Filter
[REDACTED]

Unit Count

59
177
[REDACTED]

Santa Rosa Middle

Category

Unit Count

Assessment & Maintenance	62
Filter	186
[REDACTED]	[REDACTED]

Hilliard Comstock Middle
Category

Assessment & Maintenance	73
Filter	219
[REDACTED]	[REDACTED]

Unit Count

Budget

Santa Rosa High 49709200000000

**Total Requested Amount
\$1,184,790.00**

Site Name	Requested Amount
Elsie Allen High	\$235,740.00
Maria Carrillo High	\$204,330.00
Ridgway High (Continuation)	\$74,160.00
Santa Rosa High	\$260,820.00
Rincon Valley Middle	\$129,690.00
Santa Rosa Middle	\$128,340.00
Hilliard Comstock Middle	\$151,710.00

Elsie Allen High

Category	Requested Amount
Assessment & Maintenance	\$124,000.00
Filter	\$25,650.00
Monitor	\$46,800.00
Contingency	\$39,290.00

Maria Carrillo High

Category	Requested Amount
Assessment & Maintenance	\$109,000.00
Filter	\$22,275.00
Monitor	\$39,000.00
Contingency	\$34,055.00

Ridgway High (Continuation)

Category	Requested Amount
Assessment & Maintenance	\$42,000.00
Filter	\$7,200.00
Monitor	\$12,600.00
Contingency	\$12,360.00

Santa Rosa High

Category	Requested Amount
Assessment & Maintenance	\$144,000.00
Filter	\$30,150.00
Monitor	\$43,200.00
Contingency	\$43,470.00

Rincon Valley Middle

Category	Requested Amount
Assessment & Maintenance	\$69,000.00

Filter	\$13,275.00
Monitor	\$25,800.00
Contingency	\$21,615.00

Santa Rosa Middle

Category	Requested Amount
Assessment & Maintenance	\$72,000.00
Filter	\$13,950.00
Monitor	\$21,000.00
Contingency	\$21,390.00

Hilliard Comstock Middle

Category	Requested Amount
Assessment & Maintenance	\$83,000.00
Filter	\$16,425.00
Monitor	\$27,000.00
Contingency	\$25,285.00

Total Grant Award	\$1,184,790.00
Initial Payment	\$592,395.00
Final Payment	\$592,395.00

[REDACTED]
Scope of Work

Santa Rosa Elementary 4970912000000

Total Number of Sites 7

Site Name

Brook Hill Elementary
Luther Burbank Elementary
Abraham Lincoln Elementary
James Monroe Elementary
Steele Lane Elementary
Helen M. Lehman Elementary
Albert F. Biella Elementary

CDS Code

49709126052104
49709126052112
49709126052153
49709126052161
49709126052195
49709126066385
49709126108500

Brook Hill Elementary

Category

Assessment & Maintenance
Filter

Unit Count

40
120

Luther Burbank Elementary

Category

Assessment & Maintenance
Filter

Unit Count

29
87

Abraham Lincoln Elementary

Category

Assessment & Maintenance
Filter

Unit Count

41
123

James Monroe Elementary

Category

Assessment & Maintenance
Filter

Unit Count

40
120

Steele Lane Elementary

Category

Assessment & Maintenance
Filter

Unit Count

37
111

Helen M. Lehman Elementary

Category

Unit Count

Assessment & Maintenance
Filter

35
105

[REDACTED]

[REDACTED]

Albert F. Biella Elementary
Category

Unit Count

Assessment & Maintenance
Filter

38
114

[REDACTED]

[REDACTED]

Budget

Santa Rosa Elementary
4970912000000

Total Requested Amount
\$600,840.00

Site Name

Requested Amount

Brook Hill Elementary	\$90,240.00
Luther Burbank Elementary	\$71,190.00
Abraham Lincoln Elementary	\$93,150.00
James Monroe Elementary	\$89,520.00
Steele Lane Elementary	\$87,270.00
Helen M. Lehman Elementary	\$81,450.00
Albert F. Biella Elementary	\$88,020.00

Brook Hill Elementary

Category

Requested Amount

Assessment & Maintenance	\$50,000.00
Filter	\$9,000.00
Monitor	\$16,200.00
Contingency	\$15,040.00

Luther Burbank Elementary

Category

Requested Amount

Assessment & Maintenance	\$39,000.00
Filter	\$6,525.00
Monitor	\$13,800.00
Contingency	\$11,865.00

Abraham Lincoln Elementary

Category

Requested Amount

Assessment & Maintenance	\$51,000.00
Filter	\$9,225.00
Monitor	\$17,400.00
Contingency	\$15,525.00

James Monroe Elementary

Category

Requested Amount

Assessment & Maintenance	\$50,000.00
Filter	\$9,000.00
Monitor	\$15,600.00
Contingency	\$14,920.00

Steele Lane Elementary

Category

Requested Amount

Assessment & Maintenance	\$47,000.00
--------------------------	-------------

Filter	\$8,325.00
Monitor	\$17,400.00
Contingency	\$14,545.00

Helen M. Lehman Elementary

Category	Requested Amount
Assessment & Maintenance	\$45,000.00
Filter	\$7,875.00
Monitor	\$15,000.00
Contingency	\$13,575.00

Albert F. Biella Elementary

Category	Requested Amount
Assessment & Maintenance	\$48,000.00
Filter	\$8,550.00
Monitor	\$16,800.00
Contingency	\$14,670.00

Total Grant Award	\$600,840.00
Initial Payment	\$300,420.00
Final Payment	\$300,420.00



Scope of Work

Santa Rosa Charter School for the Arts
49709120113530

Total Number of Sites 1

Site Name
Santa Rosa Charter School for the Arts

CDS Code
49709120113530

Santa Rosa Charter School for the Arts
Category

Unit Count

Assessment & Maintenance

36

Filter

108



Budget

Santa Rosa Charter School for the Arts
49709120113530

Total Requested Amount
\$80,760.00

Site Name
Santa Rosa Charter School for the Arts

Requested Amount
\$80,760.00

Santa Rosa Charter School for the Arts

Category

Requested Amount

Assessment & Maintenance

\$46,000.00

Filter

\$8,100.00

Monitor

\$13,200.00

Contingency

\$13,460.00

Total Grant Award

\$80,760.00

Initial Payment

\$40,380.00

Final Payment

\$40,380.00

Scope of Work

Santa Rosa High 49709200000000

Total Number of Sites 4

Site Name

Santa Rosa High
Rincon Valley Middle
Santa Rosa Middle
Hilliard Comstock Middle

CDS Code

49709204936803
49709206060271
49709206060289
49709206068977

Santa Rosa High

Appliance/Fixture

Toilet

Unit Count

1

Rincon Valley Middle

Appliance/Fixture

Toilet

Urinal

Unit Count

9

4

Santa Rosa Middle

Appliance/Fixture

Toilet

Urinal

Unit Count

5

10

Hilliard Comstock Middle

Appliance/Fixture

Toilet

Unit Count

8

Budget

Santa Rosa High 49709200000000

**Total Requested Amount
\$178,108.39**

Site Name

Requested Amount

Santa Rosa High
Rincon Valley Middle
Santa Rosa Middle
Hilliard Comstock Middle

\$2,331.88
\$49,667.03
\$84,499.56
\$41,609.92

**Santa Rosa High
Appliance/Fixture
Toilet**

**Requested Amount
\$2,331.88**

**Rincon Valley Middle
Appliance/Fixture
Toilet
Urinal**

**Requested Amount
\$20,754.07
\$28,912.96**

**Santa Rosa Middle
Appliance/Fixture
Toilet
Urinal**

**Requested Amount
\$12,217.16
\$72,282.40**

**Hilliard Comstock Middle
Appliance/Fixture
Toilet**

**Requested Amount
\$41,609.92**

**Total Grant Award
Initial Payment
Final Payment**

**\$178,108.39
\$89,054.20
\$89,054.19**



Scope of Work

Santa Rosa Elementary 4970912000000

Total Number of Sites 3

Site Name

Brook Hill Elementary
Steele Lane Elementary
Albert F. Biella Elementary

CDS Code

49709126052104
49709126052195
49709126108500

Brook Hill Elementary

Appliance/Fixture

Toilet

Unit Count

2

Steele Lane Elementary

Appliance/Fixture

Interior Faucet

Toilet

Urinal

Unit Count

2

8

1

Albert F. Biella Elementary

Appliance/Fixture

Toilet

Unit Count

23

Budget

Santa Rosa Elementary 4970912000000

**Total Requested Amount
\$85,078.39**

Site Name

Brook Hill Elementary
Steele Lane Elementary
Albert F. Biella Elementary

Requested Amount

\$4,779.56
\$26,167.50
\$54,131.33

Brook Hill Elementary

Appliance/Fixture

Toilet

Requested Amount

\$4,779.56

Steele Lane Elementary

Appliance/Fixture

Interior Faucet
Toilet
Urinal

Requested Amount

\$3,980.94
\$18,962.18
\$3,224.38

Albert F. Biella Elementary

Appliance/Fixture

Toilet

Requested Amount

\$54,131.33

Total Grant Award

Initial Payment
Final Payment

\$85,078.39
\$42,539.20
\$42,539.19



Scope of Work

Santa Rosa Charter School for the Arts
49709120113530

Total Number of Sites 1

Site Name

Santa Rosa Charter School for the Arts

CDS Code

49709120113530

Santa Rosa Charter School for the Arts

Appliance/Fixture

Toilet

Unit Count

7



Budget

Santa Rosa Charter School for the Arts
49709120113530

Total Requested Amount
\$17,164.70

Site Name
Santa Rosa Charter School for the Arts

Requested Amount
\$17,164.70

Santa Rosa Charter School for the Arts
Appliance/Fixture
Toilet

Requested Amount
\$17,164.70

Total Grant Award
Initial Payment
Final Payment

\$17,164.70
\$8,582.35
\$8,582.35

Exhibit 3

CalSHAPE Program Guidelines

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California Energy Commission

COMMISSION GUIDELINES

California Schools Healthy Air, Plumbing, and Efficiency Ventilation Program Guidelines

Second Edition

**Gavin Newsom, Governor
June 2022 | CEC-300-2022-005-CMF**

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ABSTRACT

The School Reopening Ventilation and Energy Efficiency Verification and Repair Program is one of the two grant programs under the School Energy Efficiency Stimulus Program, established by Assembly Bill 841 (Ting, Chapter 372, Statutes of 2020). The program authorizes funding to local educational agencies for assessing, maintaining, and repairing or upgrading school ventilation systems to ensure that systems meet certain classroom ventilation requirements. These guidelines provide requirements for program participation including eligible applicants and projects, the application process, funding awards and distribution, as well as project documentation and reporting requirements. For administering the program, the program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency Program. The second edition of these guidelines addresses the initial phase of program awards, which is limited to assessment and maintenance projects for schools, and incorporates changes to project eligibility.

Keywords: CalSHAPE, School Energy Efficiency Stimulus, SEES, School Reopening Ventilation and Energy Efficiency Verification and Repair Program, grant, energy efficiency, school, local educational agency, underserved community, HVAC, ventilation, assessment

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CHAPTER 1:

Program Overview

A. Introduction

The School Energy Efficiency Stimulus (SEES) Program, established by Assembly Bill (AB) 841 (Ting, Chapter 372, Statutes of 2020) provides grants to local educational agencies (LEAs) as defined in Table 1 to, among other things, assess, maintain, adjust, repair, or upgrade heating, ventilation, and air-conditioning (HVAC) systems in schools. The SEES Program also provides grants to LEAs and California state agencies to replace noncompliant plumbing fixtures and appliances. AB 841 requires the California Energy Commission (CEC) as the program administrator to design, administer, and implement the program in collaboration with the utilities funding the program. The SEES Program is comprised of the School Reopening Ventilation and Energy Efficiency Verification and Repair (SRVEVR) Program and the School Noncompliant Plumbing Fixture and Appliance (SNPFA) Program. For administering these programs, the SRVEVR Program is referred to as the California Schools Healthy Air, Plumbing, and Efficiency (CalSHAPE) Ventilation Program. The SNPFA Program is referred to as the CalSHAPE Plumbing Program.

These guidelines describe the program design, application process, and reporting requirements for the CalSHAPE Ventilation Program. The requirements of the CalSHAPE Plumbing Program are provided in separate guidelines.

These program guidelines provide potential applicants with information on how the program will be structure, funding eligibility, and program requirements. All grant applicants and recipients are required to follow all program requirements, including those outlined in Public Utilities Code (PUC) Division 1, Part 1, Chapter 8.7, and as further outlined in these guidelines.

The CalSHAPE Program is established as part of each of the utilities' energy efficiency portfolios as a joint program among all the participating utilities and shall be consistent across the utility territories. The CalSHAPE Ventilation and Plumbing Programs are separate programs, and grant awards will be made specific to each program.

The CEC prioritized schools in underserved communities, as defined in Table 1 below, in the first two funding rounds of the CalSHAPE Ventilation Program. This second edition of these guidelines expands the eligibility of the initial phase of program awards to all schools located in the service territory of one of the four utilities, as defined in Table 1, that fund the CalSHAPE Program.

Furthermore, this second edition addresses only Assessment and Maintenance Grants to perform assessments, assessment reports, general maintenance, adjustments of ventilation rates, filter replacements, and carbon dioxide monitor installation. An additional 20 percent of the requested amount is provided for repairs, upgrades, or replacements necessary to make the HVAC systems functional or more energy efficient.

The CEC will continually evaluate the effectiveness of the program guidelines in achieving the purposes of AB 841 and may publish new editions to update eligibility and prioritization as needed. The continued evaluation of program guidelines will also examine potential updates to address repairs, upgrades, or replacements that are greater than the contingency amount provided in the Assessment and Maintenance Grants. While not covered by this second edition of the guidelines, grants for work in excess of the 20 percent contingency will be referred to as HVAC Upgrade and Repair Grants.

B. Keywords/Terms

Table 1 identifies the key words or terms used in the program guidelines.

Table 1: Key Words and Terms

Word/Term	Definition
AB	Assembly Bill
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers
Assessment and Maintenance Grant	A grant provided as part of the program to improve the energy efficiency and performance of school ventilation systems and support the safety of schools through one of three grant pathways: the HVAC Assessment and Maintenance Pathway, Scheduled for Replacement Pathway, or the Limited or No Mechanical Ventilation Pathway.
ATTCP	Acceptance Test Technician Certification Provider. The ATTCP Program was developed to support the California Building Energy Efficiency Standards. The requirements for ATTCPs can be found on the ATTCP web page : https://www.energy.ca.gov/programs-and-topics/programs/acceptance-test-technician-certification-provider-program .
CalSHAPE Plumbing Program	The CalSHAPE Plumbing Program administers the requirements of the School Noncompliant Plumbing Fixture and Appliance Program as specified in Article 4 of Chapter 8.7 (commencing with Section 1630) of Part 1 of Division 1 of the PUC.
CalSHAPE Program	California Schools Healthy Air, Plumbing, and Efficiency Program, which includes two grant programs: CalSHAPE Ventilation Program and CalSHAPE Plumbing Program.
CalSHAPE Ventilation Program	The CalSHAPE Ventilation Program administers the requirements of the School Reopening Ventilation and Energy Efficiency Verification and Repair Program as specified in Article 3 of Chapter 8.7 (commencing with Section 1620) of Part 1 of Division 1 of the PUC.

Word/Term	Definition
CalSHAPE Ventilation Program Guidelines	California Schools Healthy Air, Plumbing, and Efficiency Ventilation Program Guidelines
CEC	California Energy Commission
CEQA	The California Environmental Quality Act, found in California Public Resources Code Section 21000 et seq., and the CEQA Guidelines, promulgated by the California Natural Resources Agency, California Code of Regulations, Title 14, Section 15000 et seq. CEQA generally requires state and local government agencies to identify and consider potential environmental impacts of proposed projects, and to reduce or avoid those impacts to the extent feasible.
Certified TAB Technician	A technician certified to perform testing, adjusting, and balancing of HVAC systems by the Associated Air Balance Council (AABC), the National Environmental Balancing Bureau (NEBB), or the Testing, Adjusting and Balancing Bureau (TABB).
Contractor	A person or company with the appropriate license classification, as determined by the Contractors State License Board.
CPUC	California Public Utilities Commission
DIR	California Department of Industrial Relations
HVAC	Heating, ventilation, and air conditioning
HVAC Assessment and Maintenance Pathway	One of the three grant pathways for sites receiving an Assessment and Maintenance Grant. This pathway requires an HVAC Assessment and Maintenance, completion of an HVAC Assessment Report, carbon dioxide monitor installation, and completion of an HVAC Verification Report as described in Chapter 2. The grant pathway includes an additional 20 percent of the requested amount as a contingency fund for repairs, upgrades, or replacements necessary to make the system functional or more energy efficient.
HVAC Assessment and Maintenance	An assessment of and adjustments to an HVAC system as described in Chapter 2.B. These include, as applicable, filtration, economizer dampers, ventilation, coil condition, and other requirements.
HVAC Assessment Report	A report prepared by a qualified testing personnel or qualified adjusting personnel as described in Chapter 2.F of these guidelines for review by a licensed professional. The HVAC Assessment Report must be submitted to the CEC as part of the final document package as specified in Chapter 4.C of these guidelines.

Word/Term	Definition
HVAC system	Any air-handling units, rooftop units, and unitary and single-zone equipment in the HVAC system or systems of a site, as described in PUC Section 1622.
HVAC Verification Report	A report prepared by an LEA upon completion of all work funded by an Assessment and Maintenance Grant as described in Chapter 2.G of these guidelines. The HVAC Verification Report must be submitted to the CEC as part of the final document package as specified in Chapter 4.C of these guidelines.
LEA	Local educational agency. A school district as defined in Section 41302.5 of the Education Code, a charter school that has been granted a charter pursuant to Part 26.8 (commencing with Section 47600) of Division 4 of Title 2 of the Education Code, or a regional occupational center established pursuant to Section 52301 of the Education Code that is operated by a joint powers authority and that has an active career technical education advisory committee pursuant to Section 8070 of the Education Code.
Licensed professional	A professional eligible under Division 3 (commencing with Section 5000) of the Business and Professions Code in the applicable classification to perform system design, construction, or installation of features, materials, components, or manufactured devices for mechanical systems.
Limited or No Mechanical Ventilation Pathway	One of the three grant pathways for sites receiving an Assessment and Maintenance Grant. This pathway requires a modified assessment, completion of a modified HVAC Assessment Report, installation of carbon dioxide monitors in each classroom, and completion of an HVAC Verification Report as described in Chapter 2.
MERV	Minimum efficiency reporting value
Notice of proposed award	CEC notification to the LEA following approval of a grant application.
Notice of funding availability	A notice issued by the CEC to identify anticipated funding that will be made available in each round of CalSHAPE Program grants. The notice will provide relevant application dates and any funding restrictions applicable to that funding round.
PPM	Parts per million
Project	"Project" refers to all assessments, HVAC general maintenance, adjustments of ventilation rates, filter replacements, carbon dioxide

Word/Term	Definition
	monitor installations, repairs, upgrades, and replacements that are funded by an Assessment and Maintenance Grant at a site.
PUC	Public Utilities Code
Qualified adjusting personnel	Means either of the following: (1) A certified TAB technician. (2) A skilled and trained workforce under the supervision of a TAB technician.
Qualified testing personnel	Means either of the following: (1) An HVAC acceptance test technician certified to complete the forms set forth in subparagraph (B) of paragraph (1) of subdivision (b) of Section 10-103.2 of Part 1 of Title 24 of the California Code of Regulations by an Acceptance Test Technician Certification Provider (ATTCP) that is approved by the CEC to provide that certification. (2) A certified TAB technician.
Scheduled for Replacement Pathway	One of the three grant pathways for sites receiving an Assessment and Maintenance Grant. This pathway allows for filter replacement and requires the installation of carbon dioxide monitors, completion of a modified HVAC Assessment Report, and completion of an HVAC Verification Report as described in Chapter 2.
SEES Program	School Energy Efficiency Stimulus Program established in Chapter 8.7 Article 1 of the PUC. For program administration purposes, the SEES Program will be referred to as the CalSHAPE Program.
Service territory requirement	Sites must be located in a participating utility's service territory to receive a CalSHAPE Program grant. PUC Section 1615(c) requires the CEC to ensure that moneys from each utility are used for projects in the service territory of that utility from which the moneys are received.
Site	School where Assessment and Maintenance Grant work will be performed.
Skilled and trained workforce	Has the same meaning as set forth in Section 2601 of the Public Contract Code.
TAB	Testing, adjusting, and balancing
Underserved community	A community that meets one of the following criteria: (1) Is a "disadvantaged community" as defined by subdivision (g) of Section 75005 of the Public Resources Code.

Word/Term	Definition
	<p>(2) Is included within the definition of “low-income communities” as defined by paragraph (2) of subdivision (d) of Section 39713 of the Health and Safety Code.</p> <p>(3) Is within an area identified as among the most disadvantaged 25 percent in the state according to the California Environmental Protection Agency and based on the most recent California Communities Environmental Health Screening Tool, also known as CalEnviroScreen.</p> <p>(4) Is a community in which at least 75 percent of public school students in the project area are eligible to receive free or reduced-price meals under the National School Lunch Program.</p> <p>(5) Is a community located on lands belonging to a federally recognized California Indian tribe.</p>
HVAC Upgrade and Repair Grant	A category of potential awards for a future phase of the CalSHAPE Ventilation Program for HVAC repairs, upgrades, or replacements.
Utility or utilities	<p>Means both of the following:</p> <p>(1) An electrical corporation with 250,000 or more customer accounts within the state.</p> <p>(2) A gas corporation with 400,000 or more customer accounts within the state.</p> <p>This definition currently includes Pacific Gas and Electric Company (PG&E), Southern California Edison Company (SCE), San Diego Gas & Electric Company (SDG&E), and Southern California Gas Company (SCG).</p>
UVGI	Ultraviolet germicidal irradiation is an established means of disinfection and can be used to prevent the spread of certain infectious diseases. Low-pressure mercury (Hg) discharge lamps are commonly used in UVGI applications and emit shortwave ultraviolet-C radiation.

Source: California Energy Commission

C. Budget

Funding for the CalSHAPE Program comes from the energy efficiency budgets of California’s large electric and gas investor-owned utilities. Specifically, these utilities include electrical corporations with 250,000 or more customer accounts within the state and gas corporations with 400,000 or more customer accounts within the state as determined by the California Public Utilities Commission (CPUC). These utilities are Pacific Gas and Electric Company

(PG&E), Southern California Edison Company (SCE), San Diego Gas & Electric Company (SDG&E), and Southern California Gas Company (SCG).

The program will accumulate funding in 2021, 2022, and 2023. The annual funding for the program is derived from a combination of current year available funds and prior year unspent and uncommitted energy efficiency funds as described in PUC Section 1615(a). Each year, from 2021 through 2023, it is expected that the utilities will be required to prepare a joint advice letter detailing that year’s budget for CPUC approval. Funding awards must be distributed proportionally to each utility area based on program funds contributed by that utility and used for projects located in the utility’s service territory. PG&E has both electric and gas service territories, and the available funding attributed to each service territory will be in accordance with the energy efficiency portfolio budget recovery electric and gas funding percentages provided by PG&E in the utilities’ joint advice letter to the CPUC.

The CEC will allocate the available funding contributed by each utility using five funding categories. The funding category available to each eligible school site is determined based on the utility service territory in which the site is located. Table 2 identifies the funding categories and the associated utility service territories from which an award will be made. All projects funded by a program grant must meet the same requirements, as described by these guidelines, regardless of funding category.

The CEC will provide notices of annual budget accrual, total program funding, and available funds for each funding category at least once per year. Funds are allocated to the two grant programs per PUC Section 1616, with 75 percent to CalSHAPE Ventilation and 25 percent to CalSHAPE Plumbing.

Table 2: Utility Service Territory Funding Categories

Funding Category	Utility Service Territories
PG&E Electric	PG&E electric/PG&E gas PG&E electric/Nonparticipating utility gas PG&E electric/SCG gas
PG&E Gas	Nonparticipating utility electric/PG&E gas
SCE	SCE electric/Nonparticipating utility gas SCE electric/SCG gas
SCG	Nonparticipating utility electric/SCG gas
SDG&E	SDG&E electric/SDG&E gas SDG&E electric/Nonparticipating utility gas SDG&E electric/SCG gas

Following PUC Section 1615(e), the CEC shall return all unused funds to each utility by December 1, 2026. To accomplish this, all projects, reporting, and reconciliation must be completed, and any unused funds returned to the CEC as described in Chapter 4. LEAs will be provided instructions for returning any unused funds to the CEC.

D. CalSHAPE Ventilation Eligibility

1. Eligible Applicants

California LEAs are the eligible applicants for grants. An LEA is defined as any of the following:

- a. A school district as defined in Section 41302.5 of the Education Code, which includes:
 1. County boards of education.
 2. County superintendents of schools.
 3. Direct elementary and secondary level instructional services provided by the state, including the Diagnostic Schools for Neurologically Handicapped Children as established under Article 1 (commencing with Section 59200) of Chapter 3 of Part 32 of the Education Code.
- b. A charter school that has been granted a charter following Part 26.8 (commencing with Section 47600) of Division 4 of Title 2 of the Education Code.
- c. A regional occupational center established pursuant to Section 52301 of the Education Code that is operated by a joint powers authority and that has an active career technical education advisory committee pursuant to Section 8070 of the Education Code.

California LEAs may apply for funding to be used for projects at schools that are in the service territory of utilities as defined herein. LEAs must demonstrate that each site meets service territory requirements. CEC staff will verify submitted information as needed to ensure compliance with the service territory requirements.

Authorized third parties may complete applications on behalf of LEAs but may not sign or enter into agreements on behalf of LEAs. A letter of authorization from the LEA, specifying any authority or responsibility delegated to the third party, is required as part of the application package. No funding will be provided for the costs of completing an application for funding or for third-party consultant fees for application or project-related work.

2. Utility Service Territories and Application Tiers

PUC Section 1615(c) states that CEC shall ensure that funds from each utility are used for projects located in the utility service territory from which the money is received; for example, the funds collected from PG&E will be distributed in PG&E territory.

For implementing the program, CEC has established an approach based on the method employed for the CEC’s Energy Conservation Assistance Act — Education Subaccount (ECAA-Ed) Competitive Loan Program to ensure that program funds are available to a range of LEAs within each utility service territory. LEAs in each utility service territory funding category are divided into three tiers based on LEA student enrollment. LEA tiers are detailed in Table 3.

Table 3: LEA Tier by Enrollment Numbers

Tier	Number of Students
1	Fewer than 1,000
2	Between 1,000 and 5,000
3	More than 5,000

Source: California Energy Commission

LEAs will be included in one or more of the application tiers as detailed in Table 4 corresponding to a utility service territory funding category and the size of the LEA.

Table 4: LEA Application Tiers

Tier	PG&E Electric	PG&E Gas	SCE	SDG&E	SCG
1	PG&E-E1	PG&E-G1	SCE1	SDG&E1	SCG1
2	PG&E-E2	PG&E-G2	SCE2	SDG&E2	SCG2
3	PG&E-E3	PG&E-G3	SCE3	SDG&E3	SCG3

Source: California Energy Commission

3. Allocation of Funds Method

To allocate program funds for each program year, CEC will calculate the available funds by tiers presented in Table 4 for each utility service territory funding category. The calculation will be based on the final budget for each utility as approved by the CPUC for each program year as described in PUC 1615(a)(1).

CEC will allocate funds by application tier for each utility service territory funding category using the percentages shown in Table 5.

Table 5: Available Funds by Application Tier

Tier	PG&E Electric	PG&E Gas	SCE	SDG&E	SCG
1	PG&E-E1: 10%	PG&E-G1: 10%	SCE1: 10%	SDG&E1: 10%	SCG1 10%
2	PG&E-E2: 10%	PG&E-G2: 10%	SCE2: 10%	SDG&E2: 10%	SCG2 10%
3	PG&E-E3: 80%	PG&E-G3: 80%	SCE3: 80%	SDG&E3: 80%	SCG3 80%

Source: California Energy Commission

CEC will provide the amount of funds available for each utility service territory funding category and the funds available in each application tier in the notice of funding availability as described in Chapter 3.A, which will be issued for each funding round.

4. Funds Not Used in an Application Tier

If all funding originally allocated to a particular application tier is not disbursed at the conclusion of the applicable funding round, undisbursed funds may be reallocated to one or more other application tiers, or reserved for a future funding round depending on current and projected applicant demand. Consistent with PUC Section 1615(c), funds cannot be reallocated to fund projects from one utility service territory to another.

5. Eligible Schools

Beginning with the start of Funding Round Three, unless otherwise restricted in the notice of funding availability, all sites that meet the requirements for eligible schools in this section and are in the service territory of at least one of the utilities, as provided in Section C, are eligible for an Assessment and Maintenance Grant award.

LEAs may apply for grants to conduct activities at schools that:

- a. Are on a site owned by the LEA.
- b. Are on a publicly owned site, such as a site owned by a school district or other public entity, whether the LEA has a lease with that entity.
- c. Are on a privately owned site, for which there is a lease with a term that exceeds the program duration, ending after December 1, 2026.

LEAs must provide proof of ownership or complying leases. Information on the documentation that may be provided as proof of ownership or complying lease is provided in Chapter 3.B. Charter schools will be required to submit a current certificate of good standing with the application package.

Sites that are located within the service territory of a community choice aggregator (CCA) or local publicly owned electric utility (POU) are not prohibited from participating in the program. School sites located within a CCA or POU may be eligible for funding based on

the appropriate utility service territory funding category as described in Section C and Table 2.

The CEC reserves the right to limit eligibility to achieve statutory and other goals. The CEC will provide notification of any site eligibility changes or limitations in a funding round in the notice of funding availability or any updates to it.

6. Number of Applications

An LEA may submit up to three applications for program funds in each funding round. There is no restriction on how many sites an LEA can include in a single application. A site can be included only once and cannot be included in multiple applications.

7. Relationship to CalSHAPE Plumbing Applications and Awards

CalSHAPE Ventilation and CalSHAPE Plumbing are separate programs. LEAs are required to submit separate applications specific to each program.

8. Multiple Sources of Funding

Participation in another program does not prevent participation in the program. However, an LEA receiving program funding may not receive additional funds from another program that, when combined with program funding, exceed the total cost of the project. Furthermore, program funds shall be used only for distinct, eligible costs described in these guidelines that are not funded by another funding source. CEC reserves the right to review and audit all grant and funding award documents to ensure compliance with this requirement.

E. Schools in Underserved Communities

PUC Section 1612 requires that the program offer funds to schools that are in an underserved community before schools that are not in an Underserved Community. The program defines an “underserved community” as meeting one of the following criteria:

1. Is a “disadvantaged community” as defined by Public Resources Code Section 75005(g).¹

¹ Public Resources Code Section 75005(g) currently defines “disadvantaged community” as a community with a median household income less than 80 percent of the statewide average.

2. Is included within the definition of “low-income communities” as defined by Health and Safety Code Section 39713(d)(2).²
3. Is within an area identified as among the most disadvantaged 25 percent in the state according to the California Environmental Protection Agency and based on the most recent California Communities Environmental Health Screening Tool, also known as CalEnviroScreen.
4. Is a community in which at least 75 percent of public school students in the project area are eligible to receive free or reduced-price meals under the National School Lunch Program.
5. Is a community located on lands belonging to a federally recognized California Indian tribe.

PUC Section 1612 requires that at least 25 percent of program projects be in underserved communities. To meet the statutory requirement that schools meeting one or more underserved community criteria be offered funding before other schools, CEC limited applications and awards for the first two funding rounds of Assessment and Maintenance Grant awards to schools meeting one or more of the underserved community criteria referenced in PUC Section 1601(e) and described in these guidelines.

Beginning with the start of Funding Round Three, the CEC will no longer offer priority awards to schools in underserved communities but reserves the right to limit eligibility to achieve statutory and other goals. The CEC will continue to identify sites that meet the criteria for underserved communities, listed above, for data collection purposes and to verify that statutory requirements are met.

² Health and Safety Code Section 39713(d)(2) defines “low-income communities” as census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low income by the Department of Housing and Community Development’s list of state income limits adopted under Health and Safety Code Section 50093.

CHAPTER 2:

Project Requirements

A. Assessment and Maintenance Grants

An LEA may apply for a grant to improve the energy efficiency and performance of school ventilation systems and support the safety of schools through one of three grant pathways: (1) HVAC Assessment and Maintenance Pathway, (2) Scheduled for Replacement Pathway, and (3) Limited or No Mechanical Ventilation Pathway. Each grant pathway has specific requirements, which are provided in this chapter.

Each site awarded grant funding will follow only one grant pathway and must complete the process and meet the requirements as described for that grant pathway. The grant pathway and qualification criteria for each pathway are as follows:

1. HVAC Assessment and Maintenance Pathway — A site has at least one HVAC system, as defined in Table 1, that is not scheduled for replacement within two years of the application submittal date. An HVAC system is deemed scheduled for replacement if the LEA can provide the supporting documentation specified in Chapter 3.B for a site to qualify for this pathway. The project requirements specific to this pathway are provided in Section B.
2. Scheduled for Replacement Pathway — A site where all the HVAC systems at the site are scheduled for replacement within the two years of the application submittal date. The LEA must provide the supporting documentation specified in Chapter 3.B for the site to qualify for this pathway. The project requirements specific to this pathway are provided in Section D.
3. Limited or No Mechanical Ventilation Pathway — A site does not have an HVAC system, as defined by these guidelines in Table 1. The LEA must provide the supporting documentation specified in Chapter 3.B for the site to qualify for this pathway. The project requirements specific to this pathway are provided in Section E.

The project requirements that must be met for each grant pathway are shown in Table 6.

Table 6: Project Requirements by Grant Pathway

Assessment and Maintenance Grant Requirements	HVAC Assessment and Maintenance Pathway	Scheduled for Replacement Pathway	Limited or No Mechanical Ventilation Pathway
Filter Installation	Yes	Yes	No
HVAC Assessment	Yes	No	No
HVAC Maintenance	Yes	No	No
CO2 Monitor Installation	Yes	Yes	Yes
20% Contingency Fund for Repairs/Additional Maintenance	Yes	No	No
Limited or No Mechanical Ventilation Assessment	No	No	Yes
HVAC Assessment Report	Yes	Yes	Yes
HVAC Verification Report	Yes	Yes	Yes
Eligible for HVAC Upgrade and Repair Grant	Yes	No	Yes
Justification for Grant Pathway	No	Yes	Yes

Source: California Energy Commission

Grant applications must specify the details of each site and provide contractor estimates for costs specific to complete the project requirements at each site. Awards will be made based on contractor estimates not to exceed the maximum award amount as described in Section H. Additional details on application requirements are provided in Chapter 3.

Certain work must be done by qualified personnel, and certain other work must be done by licensed professionals. An LEA receiving a grant must ensure that qualified personnel and licensed professionals, as defined in Table 1, perform their respective required work as set forth below. Moreover, the results and findings from assessments must be recorded in the HVAC Assessment Report as described in this chapter.

B. HVAC Assessment and Maintenance Pathway Requirements

The HVAC Assessment and Maintenance Pathway requires an HVAC Assessment and Maintenance, as defined in Table 1, and described in this section; completion of an HVAC Assessment Report; and carbon dioxide monitor installation. The grant award includes an

additional 20 percent of the requested amount as a contingency fund for repairs, upgrades, or replacements necessary to make the system functional or more energy efficient.

The prescriptive process for HVAC Assessment and Maintenance described in this section must be completed for all HVAC system units at the site that are not scheduled for replacement. Sites awarded a grant for this pathway must also complete the requirements of Section C, as well as Sections D and E to the extent applicable, and complete the HVAC Assessment Report and HVAC Verification Report as specified in Sections F and G, respectively.

As mentioned above, the Assessment and Maintenance Grant includes a 20 percent contingency fund that may be used for repairs, upgrades, or replacements necessary to make the HVAC system functional or more energy efficient. Any additional repairs, upgrades, or replacements determined to be necessary during the assessment may be funded using the 20 percent contingency fund. These repairs, upgrades, or replacements must be documented as necessary to make the HVAC system functional or more energy efficient in the HVAC Assessment and Verification Reports to be determined as an eligible use of the contingency funds.

Deficiencies in the HVAC system operation or ability to meet ventilation requirements or complete the HVAC Assessment and Maintenance process must be documented in the HVAC Assessment Report for review by a licensed professional as described in this chapter. Grant funding for repairs and replacements identified in the HVAC Assessment and Verification Reports in excess of the 20 percent contingency amount might be eligible for an award in a future phase of program awards as part of an HVAC Upgrade and Repair Grant.

1. Filtration

The LEA receiving a program grant shall install filtration with a minimum efficiency reporting value (MERV) of 13 or better in the HVAC system where feasible. If MERV 13 is not feasible, then the highest MERV filtration that can be used in the HVAC system without adversely impacting the equipment shall be installed. The expected cost of filter replacement or upgrade must be included in the cost estimate provided with the grant application. The purchase of additional replacement filters is not an eligible cost and may not be included in the contractor estimate.

- a. Qualified testing personnel shall test system capacity and airflow to determine the highest MERV filtration that can be installed without adversely impacting equipment, shall replace or upgrade filters where needed, and shall verify that those filters are installed correctly. The cost associated with any additional repairs such as adjustments or repairs to increase fan capacity is not an eligible cost as part of the Assessment and Maintenance Grant but may be funded by the 20 percent contingency fund.
- b. If a system uses ultraviolet germicidal irradiation (UVGI) to disinfect the air, the UVGI lamp shall be checked for proper operation, replacing bulbs as needed and verifying that the ultraviolet light does not shine on filters. The expected cost of a UVGI lamp replacement must be included in the cost estimate provided with

- the grant application. The purchase of additional UVGI lamps is not an eligible cost and may not be included in the contractor estimate. The cost associated with any additional repairs and replacements is not an eligible cost as part of the Assessment and Maintenance Grant but may be funded by the 20 percent contingency fund.
- c. For systems with economizers, qualified testing personnel shall test system economizer dampers pursuant to Section B of CEC form [CEC-NRCA-MCH-05-A-Air Economizer Controls](https://energycodeace.com/download/39547/file_path/fieldList/2019-NRCA-MCH-05-A-AirEconomizerControls) (https://energycodeace.com/download/39547/file_path/fieldList/2019-NRCA-MCH-05-A-AirEconomizerControls.pdf).
 1. Economizer dampers and controls that are not properly functioning shall be repaired by a skilled and trained workforce. The cost associated with any additional repairs and replacements is not an eligible cost as part of the Assessment and Maintenance Grant but may be funded by the 20 percent contingency fund.
 - d. Recommendations for additional maintenance, replacement, or upgrades to the above shall be recorded in the HVAC Assessment Report required under PUC Section 1626 and these guidelines.

2. Ventilation

After completing the filtration requirements described above, a qualified testing personnel shall verify the ventilation rates in the facility classrooms, auditoriums, gymnasiums, nurse's offices, restrooms, and other occupied areas to assess whether they meet the minimum ventilation rate requirements set forth in Table 120.1-A of Part 6 (commencing with Section 100.0) of Title 24 California Code of Regulations. The assessment shall include:

- a. Calculation of the required minimum outside air-ventilation rates for each occupied area based on the anticipated occupancy and the minimum required ventilation rate per occupant set forth in Table 120.1-A. Calculations shall be based on maximum anticipated classroom or other occupied area occupancy rates and determined by the performing technician. Natural ventilation shall be designed in accordance with Section 402.2 of the California Mechanical Code (Part 4 [commencing with Section 1.1.0] of Title 24 of the California Code of Regulations) and shall include mechanical ventilation systems designed in accordance with Section 403.0, Section 404.0, or both sections of the California Mechanical Code.
- b. Measurement of outside air under Section B of CEC form [CEC-NRCA-MCH-02-A-Outdoor Air Acceptance](https://energycodeace.com/NonresidentialForms/2019) (<https://energycodeace.com/NonresidentialForms/2019>) and verification of whether the system provides the minimum outside air ventilation rates calculated in subparagraph a) directly above.

- c. Survey readings of inlets and outlets to verify all ventilation is reaching the served zone and there is adequate distribution. Verify if inlets and outlets are balanced within tolerance of the system design. Document read values and deficiencies. If the original system design values are not available, document available information and note unavailability of system design values in the assessment report.
- d. Verification of building pressure relative to the outdoors to ensure positive pressure differential and ensure the building is not over pressurized.
- e. Verification of coil velocities and coil and unit discharge air temperatures required to maintain desired indoor conditions and avoid moisture carryover from cooling coils.
- f. Verification that separation between outdoor air intakes and exhaust discharge outlets meet requirements of the California Building Code, including Section 120.1.
- g. Confirmation that the air-handling unit is bringing in outdoor air and removing exhaust air as intended by the system design.
- h. Measurement of all exhaust air volume for exhaust fans, including restrooms. Document any discrepancies from system design.
- i. If the system does not meet the minimum ventilation rate requirements set forth in Table 120.1-A, the system shall be adjusted to the highest minimum ventilation possible without adversely impacting equipment performance. This deficiency should be documented in the HVAC Assessment Report along with the actual ventilation rate and the occupancy it can serve. A licensed professional or qualified adjusting personnel, as defined in Table 1, shall review the system airflow and capacity to determine if additional ventilation can be provided.
 - 1. If additional ventilation can be provided, a qualified adjusting personnel must adjust ventilation rates to meet the minimum ventilation rate requirements set forth in Table 120.1-A to the extent feasible. After the adjustment, the measurement and verifications required by b., d., and e. in the section above must be repeated. The costs of the adjustment of ventilation rates to meet the minimum ventilation rate requirements with existing equipment shall be included in the contractor estimate.
 - 2. If minimum ventilation rate requirements set forth in Table 120.1-A cannot be met, this deficiency shall be reported in the HVAC Assessment Report and the HVAC Verification Report (outlined in Section E below) and addressed by a licensed professional as required by this chapter.

3. Demand-Control Ventilation

- a. If a demand-control ventilation is installed, it must be adjusted to a carbon dioxide set point of 800 parts per million (ppm) or less and tested by qualified testing personnel pursuant to Section B of [CEC-NRCA-MCH-06-A-Demand Control](#)

Ventilation Systems Acceptance

(<https://energycodeace.com/NonresidentialForms/2019>).

1. If the demand-control ventilation system does not maintain average daily maximum carbon dioxide levels below 1,100 ppm, it must be disabled until such time as the LEA determines that the COVID-19 crisis has passed unless disabling the control would adversely affect operation of the overall system.
 2. When disabling a demand-control ventilation system, the system must be configured to meet the minimum ventilation rate requirements and tested and adjusted to provide a notification through a visual indicator on the monitor, such as an indicator light or other alert system, including but not limited to an electronic mail, text, or cellular telephone application, when the carbon dioxide levels in the classroom have exceeded 1,100 ppm.
- b. Recommendations for additional maintenance, replacement, or upgrades for the demand-control ventilation shall be recorded in the HVAC Assessment Report, described in Section D. The cost associated with the additional maintenance, replacements, or upgrades is not an eligible cost as part of the Assessment and Maintenance Grant but may be funded by the 20 percent contingency fund.

4. Coil Condition

- a. A qualified testing personnel or a skilled and trained workforce shall verify:
1. Coil condition.
 2. Condensate drainage.
 3. Cooling coil air temperature differentials (entering and leaving dry bulb).
 4. Heat exchanger operation.
 5. Drive assembly.
- b. If repairs, replacement, or upgrades are necessary, these deficiencies shall be reported in the HVAC Assessment Report and the HVAC Verification Report and addressed by the licensed professional pursuant to PUC Sections 1626–1627, as described in Section D. The cost associated with the repairs, upgrades, or replacements is not an eligible cost as part of the Assessment and Maintenance Grant but may be funded by the 20 percent contingency fund.

5. Additional Requirements

- a. A qualified testing or adjusting personnel shall review control sequences to verify systems will maintain intended ventilation, temperature, and humidity conditions during school operation.
1. For previously unoccupied buildings, perform the recommended practices of reopening a building as covered in the American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Building Readiness document — Restarting a Building. Additional information can be found on

- ASHRAE's web page for [Building Readiness](https://www.ashrae.org/technical-resources/building-readiness) (https://www.ashrae.org/technical-resources/building-readiness).
2. Verify a daily flush is scheduled per ASHRAE Guidance for Reopening and Operating Schools and Buildings or otherwise applicable local or state guidance. Additional information can be found on ASHRAE's webpage for [Reopening of Schools and Universities](https://www.ashrae.org/technical-resources/reopening-of-schools-and-universities) (https://www.ashrae.org/technical-resources/reopening-of-schools-and-universities).
 3. Verify that HVAC system operational times, exhaust fans operation times, setpoints, and enabled features meet ASHRAE Guidance for Reopening and Operating Schools and Buildings or otherwise applicable local or state guidance.
- b. If installed HVAC systems or system components are broken, fail to meet minimum ventilation requirements, or are unable to operate to the original design and intent, this information will be included in the HVAC Assessment Report prepared pursuant to PUC Section 1626, and described in Section D, which will be provided to a licensed professional for determination of appropriate corrective measures pursuant to PUC Section 1626. Repairs, upgrades, or replacements shall be performed by a skilled and trained workforce. The cost associated with the repairs, upgrades, or replacements will be limited to the contingency fund.
 - c. Requirements for filtration levels, ventilation rates, and ventilation schedules may be amended by the CEC based on the latest COVID-19 or other applicable guidance.

C. Carbon Dioxide Monitoring

1. Installation

To ensure proper ventilation is maintained throughout the school year, all classrooms in schools receiving a program grant shall be equipped with a carbon dioxide monitor that meets all the following:

- a. The monitor is hardwired or plugged-in and mounted to the wall between three and six feet above the floor and at least five feet away from the door and operable windows.
- b. The monitor displays the carbon dioxide readings to the teacher through a display on the device or other means such as a web-based application or cellular phone application.
- c. The monitor provides a notification through a visual indicator on the monitor, such as an indicator light or other alert system, including, but not limited to, an electronic mail, text, or cellular telephone application, when the carbon dioxide levels in the classroom have exceeded 1,100 ppm.
- d. The monitor maintains a record of previous data that includes at least the maximum carbon dioxide concentration measured.
- e. The monitor has a range of 400 ppm to 2,000 ppm or greater.

- f. The monitor is certified by the manufacturer to be accurate within 75 ppm at 1,000 ppm carbon dioxide concentration and is certified by the manufacturer to require calibration no more frequently than once every five years.
- g. The monitor and installation and initial adjustment of the monitor are the only costs eligible for grant funding and the only costs that shall be included in the contractor estimate. The total cost for all three of these items must not exceed the maximum award for monitor installation as specified in Section K.

2. Continued Monitoring of Classroom Carbon Dioxide Level

If a classroom carbon dioxide concentration exceeds 1,100 ppm more than once a week as observed by the teacher or the facility staff, the classroom ventilation rates shall be adjusted by qualified testing or adjusting personnel, as defined in Table 1, to ensure that peak carbon dioxide concentrations in the classroom remain below the maximum allowable carbon dioxide ppm set point.

The LEA is responsible for continued monitoring. The requirement for future adjustments by a qualified testing or adjusting personnel shall not be included in the contractor estimate.

Verification of the installation of carbon dioxide monitors in all classrooms shall be included in the HVAC Assessment Report, described below.

D. Scheduled for Replacement Pathway Requirements

The Scheduled for Replacement Pathway allows filter replacement as described below and requires the installation of carbon dioxide monitors in each classroom consistent with the requirements of Section C, completion of an HVAC Assessment Report as specified in Section F, and an HVAC Verification Report as specified in Section G. This pathway does not include an assessment. As such, sites that receive grant funding for this pathway will not be eligible for the 20 percent contingency funds nor additional funding through an HVAC Upgrade and Repair Grant should funding become available for such purposes.

Filtration

The LEA receiving a grant for the Scheduled for Replacement Pathway may replace or upgrade system filtration as needed. If filtration is replaced or upgraded, the LEA shall install filtration with a MERV of 13 or better in the HVAC system, where feasible. If MERV 13 is not feasible, then the highest MERV filtration that can be used in the HVAC system without adversely impacting the equipment shall be installed.

Qualified testing personnel shall test system capacity and airflow to determine the highest MERV filtration that can be installed without adversely impacting equipment, shall replace or upgrade filters where needed, and shall verify that those filters are installed correctly. The expected cost of filter replacement or upgrade shall be included in the cost estimate provided with the grant application. The purchase of additional replacement filters is not an eligible cost and must not be included in the contractor

estimate. The cost associated with any additional repairs or adjustments will not be funded by a program grant.

E. Limited or No Mechanical Ventilation Pathway Requirements

The Limited or No Mechanical Ventilation Pathway requires all the following:

1. An assessment, as described in this section.
2. Completion of an HVAC Assessment Report, as specified in this section and in Section F.
3. Installation of carbon dioxide monitors in each classroom consistent with the requirements of Section C.
4. Completion of an HVAC Verification Report, as specified in Section G.

Qualified testing or adjusting personnel must complete the following assessment requirements and HVAC Assessment Report. The HVAC Assessment Report will provide the licensed professional with documentation to provide mechanical ventilation options to the LEA with limited assumptions.

1. Assessment Requirements

- a. Verify the functionality and document nameplate data on any existing HVAC equipment (that is, heating only units, exhaust fans, and so forth), if any.
- b. Verify and document the location of windows and doors that can be opened.
 1. Verify if windows have any switches or controls that initiate exhaust fans, motorized dampers, or other devices.
- c. Verify if any existing mechanical, architectural, structural drawings match current conditions.
- d. Provide a sketch of actual roof penetrations, penetration type (that is, vent pipe) and approximate locations if different from drawings.
- e. Document locations of any vents that could contaminate outside air intake locations.
- f. Document locations for potential installation of mechanical ventilation
- g. Photograph existing building, existing mechanical equipment (if applicable) and potential locations for mechanical ventilation equipment.
- h. Document roof and wall type/material to the best of the technician's ability.
- i. Document if existing mechanical equipment can be altered to provide outside air or if a dedicated outside air system is required.
- j. Obtain information on central plant capacity (if applicable)
- k. Document whether outside air conditions may make reliance on windows or other sources of nonfiltered outside air potentially hazardous to occupants.
- l. Document recommendations for adding mechanical ventilation and filtration where none exists or for replacing a mechanical ventilation system where the current system is nonoperational.

2. Limited or No Mechanical Ventilation Assessment Report Requirements

Qualified testing personnel or qualified adjusting personnel shall prepare a HVAC Assessment Report for review by a licensed professional, as defined in Table 1, based on the requirements specified in the Assessment Requirements section above. The HVAC Assessment Report shall include all the information described below. Additional requirements for the HVAC Assessment Report that must be completed for the Limited or No Mechanical Ventilation Pathway are provided in Section F and Appendix B.

- a. Name and address of school facility and person or contractor preparing and certifying HVAC Assessment Report.
- b. Documentation of existing HVAC infrastructure, including the functionality and nameplate data.
- c. Documentation of the location of windows and doors that can be opened and windows with any switches or controls that initiate exhaust fans, motorized dampers, or other devices.
- d. The verified existing mechanical, architectural, structural drawings match current conditions.
- e. The sketch of actual roof penetrations, penetration type (that is, vent pipe) and approximate locations if different from drawings.
- f. Documentation locations of any vents that could contaminate outside air intake locations.
- g. Photographs of existing building, existing mechanical equipment (if applicable), and potential locations for mechanical ventilation equipment.
- h. Documentation roof and wall type/material.
- i. Documentation of existing mechanical equipment can be altered to provide outside air or if a dedicated outside air system is required.
- j. Information on central plant capacity (if applicable).
- k. Documentation of whether outside air conditions may make reliance on windows or other sources of nonfiltered outside air potentially hazardous to occupants.
- l. Documentation of recommendations for adding mechanical ventilation and filtration where none exists or for replacing a mechanical ventilation system where the current system is nonoperational.
- m. Monthly electricity meter data, if requested by CEC program staff.
- n. LEAs may be required to submit additional information as described or otherwise required by these guidelines, including but not limited to the information described in Appendix B.

F. HVAC Assessment Report

Qualified testing personnel or qualified adjusting personnel shall prepare an HVAC Assessment Report based on the requirements specified for each pathway in Sections B, C, D, and E

above. The HVAC Assessment Reports completed for sites following the HVAC Assessment and Maintenance and Limited or No Mechanical Ventilation Pathways shall be reviewed by a licensed professional, as defined in Table 1, as described in this section. The HVAC Assessment Report completed for the Scheduled for Replacement Pathway is not required to be reviewed by a licensed professional because this pathway does not require an assessment and is not eligible for additional funding through an HVAC Upgrade and Repair Grant should funding become available for such purposes.

The HVAC Assessment Report completed for each pathway shall include the following information as specified in Table 7, below, in the required form or formats.

1. Name and address of school facility and person or contractor preparing and certifying HVAC Assessment Report.
2. Documentation of HVAC equipment model number, serial number, general condition of unit, and any additional information that could be used to assess replacement and repair options given potential for increased energy efficiency benefits.
3. Either verification that MERV 13 filters have been installed or verification that the maximum MERV-rated filter that the system is able to effectively handle has been installed and what that MERV rating is.
4. The verified ventilation rates for facility classrooms, auditoriums, gymnasiums, nurses' offices, restrooms, offices, and other occupied areas, and whether those rates meet the requirements set forth in Table 120.1-A. If ventilation rates do not meet applicable requirements, then an explanation for why the current system is unable to meet those rates shall be provided.
5. The verified exhaust for facility classrooms, auditoriums, gymnasiums, nurses' offices, restrooms, and other occupied areas and whether those rates meet the requirements set forth in the design intent.
6. Documentation of system deficiencies and recommendations for additional maintenance, replacement, or upgrades to improve energy efficiency, safety, or performance.
7. Name of the utility that provides electricity service and monthly electricity meter data.
8. Documentation on existing HVAC infrastructure to assist the Design Professional in determining ventilation options, as described in Section E for the Limited or No Mechanical Ventilation Pathway.

LEAs may be required to submit additional information as described or otherwise required by these guidelines, including but not limited to the information described in Appendix B.

The HVAC Assessment Report Worksheets will be made available for use in developing the report on the [program web page](https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program) (https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program).

The HVAC Assessment Report Worksheets includes 10 worksheets as described in Appendix B and listed in Table 7, below. Table 7 provides information on which worksheets of the HVAC

Assessment Report must be completed and submitted with the final reporting for each of the three grant pathways.

Table 7: HVAC Assessment Report Requirements by Grant Pathway

HVAC Assessment Report Required Information	HVAC Assessment and Maintenance Pathway	Scheduled for Replacement Pathway	Limited or No Mechanical Ventilation Pathway
1. System Overview	Yes	No	No
2. Filtration System	Yes	Yes	No
3. Ventilation Rate	Yes	No	No
4. Economizer Operation	Yes	No	No
5. Demand-Control Ventilation	Yes	No	No
6. Air Distribution and Building Pressure	Yes	No	No
7. General Maintenance	Yes	No	No
8. Operational Controls	Yes	No	No
9. CO2 Monitoring	Yes	Yes	Yes
10. Limited or No Existing Mechanical	No	No	Yes

Source: California Energy Commission

1. Review of HVAC Assessment Report

A licensed professional shall review the HVAC Assessment Report completed for sites following the HVAC Assessment and Maintenance Pathway and:

- a. Determine what, if any, additional adjustments or repairs would be necessary to meet the minimum ventilation and filtration requirements.
- b. Determine whether any cost-effective energy efficiency upgrades or replacements are warranted or recommended.
- c. Provide an estimated cost for all identified work.

If the cost of recommended repairs, upgrades, or replacements are greater than the 20 percent contingency amount provided in the grant, then the licensed professional and the LEA may apply for additional funding through an HVAC Upgrade and Repair Grant, should funding become available for such purposes.

The provision of any additional funding for repairs, upgrades, or replacements shall be conditioned on the applicant ensuring that all construction work funded, in whole or in part, by the additional funding is performed by a skilled and trained workforce.

2. Review of Limited or No Mechanical Ventilation HVAC Assessment Report

A licensed professional shall review the HVAC Assessment Report completed for sites following the Limited or No Mechanical Ventilation Pathway and:

- a. Determine recommendations for adding mechanical ventilation and filtration where none exists or for replacing a mechanical ventilation system where the current system is nonoperational.
- b. Provide an estimated cost for all identified recommendations.

The LEA may apply for funding for this work through an HVAC Upgrade and Repair Grant should funding become available for such purposes. The provision of any additional funding for repairs, upgrades, or replacements shall be conditioned on the applicant ensuring that all construction work funded, in whole or in part, by the additional funding is performed by a skilled and trained workforce.

G. HVAC Verification Report

Upon completion of all work funded by a program grant, the LEA shall prepare and submit an HVAC Verification Report for each site included in the grant. The HVAC Verification Report must include the following information as specified for each grant pathway in Table 8, below, in the required form or formats.

1. Name and address of school facility and person or contractor preparing and certifying report.
2. Description of assessment, maintenance, adjustment, repair, upgrade, and replacement activities and outcomes.
3. Verification that the LEA has complied with all applicable program requirements, including Article 3 of Chapter 8.7 of Part 1 of Division 1, starting with Section 1620 of the PUC, and as described in these guidelines
4. Verification that either MERV 13 filters have been installed or that the maximum MERV-rated filter that the system is able to effectively handle has been installed and what that MERV rating is.
5. The verified ventilation rates for facility classrooms, auditoriums, gymnasiums, nurses' offices, restrooms, offices, and other occupied areas and whether those rates meet the requirements set forth in Table 120.1-A. If ventilation rates do not meet applicable guidance, then an explanation for why the current system is unable to meet those rates shall be provided.

6. The verified exhaust for facility classrooms, auditoriums, gymnasiums, nurses' offices, restrooms, and other occupied areas and whether those rates meet the requirements set forth in the design intent.
7. Documentation of system deficiencies and recommendations for additional maintenance, replacement, or upgrades to improve energy efficiency, safety, or performance, or for additions of mechanical ventilation and filtration where none exists.
8. Documentation of initial operating verifications, adjustments, and final operating verifications, and documentation of any adjustments or repairs performed.
9. Verification of installation of carbon dioxide monitors, including make and model of monitors.
10. Verification that all required work has been performed by qualified testing or adjusting personnel or other qualified technician as specified by the program guidelines, including the provision of the contractor's name and license; acceptance test technician name and certification number, where applicable; TAB technician name and certification number, where applicable; and verification that all construction work has been performed by a skilled and trained workforce.

Table 8: HVAC Verification Report Requirements by Grant Pathway

HVAC Verification Report Required Information (Items 1–10 listed above)	HVAC Assessment and Maintenance Pathway	Scheduled for Replacement Pathway	Limited or No Mechanical Ventilation Pathway
1	Yes	Yes	Yes
2	Yes	Yes	Yes
3	Yes	No	No
4	Yes	No	No
5	Yes	No	No
6	Yes	No	No
7	Yes	No	No
8	Yes	No	No
9	Yes	Yes	Yes
10	Yes	Yes	Yes

Source: California Energy Commission

The HVAC Verification Report form will be made available for use in developing the report on the [program web page](https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program) (<https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>).

LEAs may be required to submit additional information as described or otherwise required by these guidelines.

The LEA must maintain a copy of the HVAC Verification Report for at least three years from the grant award date and make it available to anyone upon request.

H. Reimbursement of Work Already Performed

Under PUC Section 1621(c)(3), LEAs may submit grant applications for reimbursement of assessment and maintenance projects where the work was **contracted and performed** after August 1, 2020, and the project meets the requirements of PUC Sections 1622 to 1627, inclusive. Any projects seeking reimbursement must also meet all requirements as specified in these guidelines. Any grant applications for reimbursement of work contracted and performed after August 1, 2020, shall make clear which work is being requested to be paid on a reimbursement basis.

The LEA must also provide documentation or a certification that the work was **contracted and performed** after August 1, 2020, and provide a description of the documentation

supporting this certification. CEC retains the right to request copies of all referenced documentation. PUC Section 1621(c)(3) requires both the work contract and performance to occur after August 1, 2020. If the LEA contracted for the work **before** August 1, 2020, but the work was performed after August 1, 2020, it is not eligible for funding.

Grant applications for work contracted and performed after August 1, 2020, must also include all final reporting information as described in Chapter 4. All estimates, assessment, and verification reports must be dated and indicate that all work was completed after August 1, 2020.

The applicant must provide the required documentation confirming that all grant work was done by qualified personnel, licensed professionals and a skilled and trained workforce as required and defined in these guidelines.

I. Skilled and Trained Workforce Requirement

All repair, upgrade, replacement, or other technical work completed as part of the Assessment and Maintenance Grant must be performed by a skilled and trained workforce, which has the same meaning as in Section 2601 of the Public Contract Code, and meet all other labor requirements as described in these guidelines. LEAs may use in-house staff or contractors to complete the work as long as all staff meets applicable skilled and trained workforce requirements and all other labor requirements as described in these guidelines appropriate to each activity completed.

J. Grant Budget

The budget for each LEA grant award will be equal to the sum of approved individual site budgets for all eligible sites included in the LEA grant application. Each site budget will be equal to the amount of the contractor estimate for eligible work to be completed at that site not to exceed the maximum award as specified in Section K. CEC program staff will review the contractor estimate and determine the approved site budget based on program requirements, including eligible cost requirements in these guidelines and SEES Program statutes.

The approved site budget for a site in the HVAC Assessment and Maintenance Pathway will include a 20 percent contingency fund for repairs, upgrades, or replacements necessary to make the system functional or more energy efficient. The 20 percent contingency fund will be calculated by taking 20 percent of the total approved budget for all eligible items in the HVAC Assessment and Maintenance Pathway. Table 9 provides a description and calculation of the approved site budget of an example site following the HVAC Assessment and Maintenance Pathway formula for maximum award amounts. The calculation of an actual approved site budget will use the amounts requested in the application and verified by a contractor estimate not to exceed the maximum award amounts.

Table 9: Example of Approved Site Budget for HVAC Assessment and Maintenance Pathway

Example Site: School with 50 HVAC system units, 50 filters, and 20 classrooms	
Calculation Description	Calculation Example
HVAC Assessment and Maintenance and HVAC Assessment Report — Approved budget	$\$10,000 + (\$1,000 \times 50) = \$60,000$
Filter Replacement — Approved budget for purchase and installation	$\$75 \times 50 = \$3,750$
Carbon Dioxide Monitors — Approved budget for purchase and installation	$\$600 \times 20 = \$12,000$
20 Percent Contingency Fund = 20 percent of sum of approved budgets for: <ul style="list-style-type: none"> • HVAC Assessment and Maintenance • HVAC Assessment Report • Filter Replacement • Carbon Dioxide Monitors 	$0.20 \times (\$60,000 + \$3,750 + \$12,000) = \$15,150$
Approved Site Budget = Sum of 20 Percent Contingency Fund and approved budgets for: <ul style="list-style-type: none"> • HVAC Assessment and Maintenance • HVAC Assessment Report • Filter Replacement • Carbon Dioxide Monitors 	$\$15,150 + \$60,000 + \$3,750 + \$12,000 = \$90,900$

Source: California Energy Commission

The 20 percent contingency fund will be added to the approved site budget and will be part of the total grant award. The approved site budget for sites following the Scheduled for Replacement and Limited or No Mechanical Ventilation Pathways will not include a 20 percent contingency fund.

Approved budgets are site-specific, and the 20 percent in contingency funds must be spent for the site for which the 20 percent is allocated. The 20 percent contingency awarded for one site may not be used to complete work at another site, even within the same LEA. No additional funding will be awarded if costs exceed the applied and approved site budget, so applicants are encouraged to prepare their application accordingly.

Any grant award funding, including any 20 percent contingency awarded funds, shall be returned to the CEC if not used for eligible purposes as specified in these guidelines. See Chapter 3 for more information.

K. Maximum Award

The approved site budget will not exceed the following maximum award amounts for each of the items specified:

1. \$10,000 plus \$1,000 per HVAC system unit for the HVAC Assessment and Maintenance, as defined in Table 1, and completion of the HVAC Assessment Report in the HVAC Assessment and Maintenance Pathway
2. \$4,000 for the modified assessment and completion of the HVAC Assessment Report in the Limited or No Mechanical Ventilation Pathway
3. \$2,000 for the completion of the HVAC Assessment Report for the Scheduled for Replacement Pathway
4. \$75 for the purchase and installation of each filter replacement
5. \$600 for the purchase and installation of carbon dioxide monitors in each classroom

L. Payment of Prevailing Wage

The applicant shall ensure, to the extent applicable, the budget considers the payment of prevailing wages. These grants may be subject to public works requirements (Labor Code Section 1720 et seq.), a requirement of which is to pay prevailing wages. Applicants are responsible for complying with all applicable laws, which can include public works requirements.

Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction may issue legally binding determinations that a project is or is not a public works project. Applicants shall assume their projects are public works unless they obtain a determination to the contrary from DIR or an appropriate court. As such processes can be time-consuming, please plan accordingly given the application deadline. Without such a determination, applicants shall explain how they have included appropriate budgets for prevailing wages.

M. Project Term

For each Assessment and Maintenance Grant project, the LEA will have up to 24 months to complete all work and submit the final reporting documentation described in Chapter 4.

CHAPTER 3:

Grant Applications and Awards

This chapter provides information for participation in the initial phase of program awards including the application process, required application forms and supporting documentation, a description of the process used by the CEC to approve applications and determine grant awards, payment of funds, and project and reporting requirements.

The CEC will only offer funding in this initial phase of program awards for projects for an assessment, completion of an HVAC Assessment Report, general HVAC maintenance, adjustment of ventilation rates, filter replacement, and carbon dioxide monitor installation. Depending on the pathway, some or all of these elements comprise an Assessment and Maintenance Grant. The funding award amounts will be made based on a contractor's site-specific estimate for the eligible work not to exceed the maximum award plus an additional 20 percent contingency fund for the HVAC Assessment and Maintenance Pathway. CEC will not award funds for upgrade, repair, or replacement costs above the 20 percent contingency amount in this initial phase of program awards.

The CEC anticipates that in subsequent phases of program awards, LEAs may be able to submit applications for grants addressing upgrade, repair, or replacement costs above the 20 percent contingency amount, referred to as HVAC Upgrade and Repair Grants. These guidelines will be updated to address additional program requirements specific to these awards if and when appropriate.

The CEC will issue a notice of funding availability identifying the anticipated funding to be made available in each round of grants. The notice of funding availability will identify any relevant application dates, including the first and last date applications can be submitted and any funding restrictions applicable to that funding round. Dates may be adjusted by the CEC through the issuance of a notice updating information.

A. Application Process

The application process has been designed to simplify the submission of an initial application and to provide access to funding for projects that have been contracted and performed after August 1, 2020, seeking reimbursement or for projects that are planned. For planned projects, upon request by an LEA and following to the program requirements, CEC will also provide an option for the LEA to receive a portion of funds in advance of work being completed.

The application and award process generally follows the following steps.

1. CEC issues a notice of funding availability with details of the total funding available, start and end dates for application acceptance, and the breakdown of funds by funding category and by tiers, as described in these guidelines.

2. LEAs submit grant applications electronically as required in the notice of funding availability.
3. The CEC will begin to review applications in the order that complete applications are received.
 - a. CEC staff will accept and review all applications submitted by the posted deadline.
 - b. At any time, should the CEC determine that all funds in a single funding category and tier have been reserved, the CEC may provide public notification of that determination but will continue to accept applications and identify LEAs that may be funded should additional funding become available.
4. The CEC will grant funding awards for complete applications, at which time funds will be reserved for the LEA for approved projects.
5. Incomplete applications and applications deemed not to have met the application requirements (collectively referred to as “noncompliant” applications) will not be considered.
 - a. The CEC will notify applicants if an application is noncompliant, and the applicant may reapply during the open application period. Depending on the volume and timing of applications received, the CEC may not always be able to review and notify applicants of noncompliant applications during the open application period. Accordingly, applicants are encouraged to apply as early in the process as possible.
6. The CEC will issue a notice of proposed award to an LEA with a complete application. The LEA will be required to submit the additional required documents and complete a grant agreement to reserve the grant award funding.
7. If the project has already been contracted and performed after August 1, 2020, and the LEA is seeking reimbursement, the LEA will be instructed on how to complete and submit final project reporting and invoicing for review and payment.
8. The LEA will automatically receive a funding advance of 50 percent of the overall grant award after completion of the grant agreement.
9. All planned projects will also receive additional guidance on project completion, reporting, and invoice submittal.
10. All projects must adhere to the requirements provided in these guidelines and must use all required forms to receive a grant award and funding.

B. Application Package

Eligible applicants must submit a complete application package for an Assessment and Maintenance Grant using the electronic submission process and system identified in the notice of funding availability issued by the CEC. The application package must include the following in the required form or formats. The information required in the application form is

listed in Appendix A of these guidelines, and all forms will be made available for use in developing the application package on the [program web page](#)

(<https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>).

1. Applicant Details (Ventilation-1): LEA information including official name, address, responsible parties, contact information, description of LEA territory, schools, and specific site information to determine the applicable grant pathway.
2. Overall Grant Request Summary (Ventilation-2): Grant site and budget summary page and status of all site-specific work, including start date and projected end date. Identification of whether the grant application is seeking reimbursement for work contracted for and completed after August 1, 2020, or for work planned to be completed. The status will be entered individually for each site. Only applications with all sites completed are considered for reimbursement grants.
3. Site-Specific Details (Ventilation-3): Detailed information identifying all sites to be addressed by the grant, general site information, identification of the number and type of HVAC units on site, number of buildings for carbon dioxide monitoring, project completion status, and total site-specific estimate for assessment and maintenance project.
4. The LEA self-certifies:
 - a. It will follow the program guidelines.
 - b. The information included in the application package is true and correct to the best of the LEA's knowledge.
 - c. It will obtain Division of the State Architect (DSA) project approval as applicable under California Code Regulations, Title 24.
 - d. It acknowledges that the expended funds may be subject to audit, including a financial audit.
 - e. It will comply with all reporting requirements.
 - f. It will comply with all Assessment and Maintenance Grant terms and conditions.
 - g. It will comply with all skilled and trained workforce requirements.
 - h. All applicable DIR and Labor Code requirements on public works, including the payment of prevailing wage, will be followed.
 - i. It acknowledges that it may be subject to a post program site visit and measurement and evaluation study conducted by the CEC or its delegate.
5. Supporting documentation:
 - a. Site-specific contractor estimate supporting each site-specific amount requested.
 1. To be deemed complete, a contractor estimate must be itemized and include all required details.
 - b. Certificate of good standing for charter school applicants.
 - c. Letter of authorization for third-party applicants.
 - d. Acceptable documentation for proof of ownership or complying lease includes:

1. For sites owned by a school district, a letter signed by a school district official or authorized staff with a list of the sites and an attestation that the sites are owned by the school district.
 2. For sites owned by a charter school, a copy of the property deed, county records, or other official public document that confirms the charter school's ownership of the site.
 3. For leased sites, a copy of the lease with a term that exceeds the program duration, ending after December 1, 2026. If the lease term does not end after December 1, 2026, the LEA may submit a letter of intent signed by the site owner with a statement that the owner intends to renew the lease with the LEA for a term that ends after December 1, 2026.
- e. Required documentation for the Scheduled for Replacement Pathway. One of the following must be provided:
1. A facility master plan, or similar document, showing a plan for the system to be replaced within two years. Documentation should also identify funding reserved for the proposed project.
 2. An executed contract for the system replacement.
- f. Required documentation for the Limited or No Mechanical Ventilation Pathway:
1. Documentation that confirms the site does not have an HVAC system, as defined in Table 1. Documentation may include site photographs, or mechanical/site drawings.

C. Contractor Estimates

The amount requested in the application package may only be for reasonable costs to complete the work and requirements of the site's grant pathway, as described in Chapter 2, which includes:

1. HVAC Assessment and Maintenance Pathway:
 - a. Assessments and general maintenance as specified in Chapter 2.B — HVAC Assessment and Maintenance Pathway Requirements
 - b. Carbon dioxide monitor installation or replacement as specified in Chapter 2.C – Carbon Dioxide Monitoring
 - c. HVAC Assessment reports as specified in Chapter 2.F – HVAC Assessment Report
 - d. Review of HVAC Assessment Report as specified in Chapter 2.F – HVAC Assessment Report
2. Scheduled for Replacement Pathway:
 - a. Filter replacement as specified in Chapter 2.D – Scheduled for Replacement Pathway Requirements
 - b. Carbon dioxide monitor installation or replacement as specified in Chapter 2.C – Carbon Dioxide Monitoring

- c. Modified HVAC Assessment Report as specified in Chapter 2.F – HVAC Assessment Report
3. Limited or No Mechanical Ventilation Pathway:
 - a. Modified assessment as specified in Chapter 2.E – Limited or No Mechanical Ventilation Pathway Requirements
 - b. Carbon Dioxide monitor installation or replacement as specified in Chapter 2.C – Carbon Dioxide Monitoring
 - c. Modified HVAC Assessment Report as specified in Chapter 2.F – HVAC Assessment Report
 - d. Review of Limited or No Existing Mechanical Ventilation Assessment Worksheet as specified in Chapter 2.F – HVAC Assessment Report

The contractor estimate must include a detailed site-specific budget, timeline, and a clear and accurate description of the work that will be provided. The site-specific budget needs to show line-item cost estimates for materials, labor, and other costs. Any amount included as other costs must include a brief narrative explaining the use of these funds.

The LEA will be required to submit the original contractor estimate as part of the application package to demonstrate that all costs are reasonable for the work to be completed. The contractor estimate should include supporting documentation demonstrating that the scope of work is consistent with the requirements of these guidelines, as listed in Chapter 2.

Ineligible costs, as described in Chapter 3.I, cannot be included as part of the contractor estimate. Additional information consistent with these guidelines may be required from applicants to complete the grant agreement after notification of the grant award. Additional costs not provided for in applicable program statute or these guidelines will not be approved as part of the grant award. As noted, grants can be provided on a reimbursement basis for work **contracted for and completed** after August 1, 2020. The contractor estimate provided in support of a reimbursement grant must indicate that the estimate was completed after the August 1, 2020, date. Projects that have completed an estimate prior to August 1, 2020, will still be eligible to apply for an award, but funding will cover only work completed after that date.

The CEC does not have authority to authorize LEAs to use a particular procurement method for use of these funds. LEAs will have to rely on their own existing authority and shall comply with applicable law.

D. Application Review

Applications will be accepted only electronically through the CEC's electronic submission system, and all applications submitted will be identified by the date and time received. Any applications received after the noticed deadline will not be accepted, and a notice of rejection will be sent to the applicant. Any application forms or links and deadlines shall be described in the notice of funding availability. The CEC will not accept applications via email or fax. Applications must use the CEC's electronic submission system.

The CEC will review each submitted application package to ensure all the required information has been provided. An application with minor errors or inconsistencies that do not affect the completeness of the package may still be considered for funding. If an applicant or the CEC discovers any minor errors or inconsistencies, the applicant will be given 15 business days excluding state and federal holidays or until the application deadline, whichever occurs first, to resubmit the application to resolve any errors or inconsistencies. If the application is resubmitted, but there are remaining or additional errors or inconsistencies discovered in the application, the applicant will be given an additional 15 business days excluding state and federal holidays or until the application deadline, whichever occurs first, to resubmit the application to resolve the errors or inconsistencies. If the applicant does not resubmit the application in the allowed time frame, the application will be rejected.

If an application is rejected during the open application period, the LEA may revise and resubmit the application during the open application period. Depending on the volume and timing of applications received, the CEC may not always be able to review and notify applicants of errors during the open application period. If the applicant does resolve the errors or inconsistencies before the application deadline, the application will be approved or not approved accordingly following program requirements.

CEC staff will rank all approved applications by the date and time the final approved application was received. Grant applications will be processed until all available funds within each funding category and tier are awarded. Any approved grant applications received that exceed the amount of funds available in the current funding round for the funding category and application tier will be placed in order of date and time received on a priority list for funding if and when additional funds are made available.

E. Notice of Proposed Award and Completion of Grant Agreement

Following approval of an application, CEC staff will send a notice of proposed award to the successful LEA and request the following additional information to complete the grant agreement, consistent with these guidelines:

1. Payee Data Record (STD-204): Required for grant award payment.
2. An authorizing document from the governing body, such as a resolution authorizing acceptance of the award and entering award agreement.
3. A signed grant agreement indicating that the LEA has read and accepts the terms and conditions.

Failure to agree to the terms and conditions by taking actions such as failing to sign the grant agreement or indicating that acceptance is based on modification of the terms will result in rejection of the application. The CEC reserves the right to modify the terms and conditions prior to executing the grant agreement.

At the time the grant agreement is fully executed and received by the CEC, the grant award funding will be reserved for the LEA. Grantees will receive an advance payment of 50 percent of the total grant award after notification of the funding reservation.

For grants seeking reimbursement for projects contracted for and completed after August 1, 2020, the grantee will first need to enter into a grant agreement with the CEC and then provide the final required project reporting and invoicing documentation to receive payment of the full grant award. Additional information on project reporting and invoicing is provided in these guidelines, and further guidance will be made available to grantees.

F. Payment of Grant Funds

The CEC expects to receive funding for the program from participating utilities quarterly. Payment to grantees is conditioned on CEC receipt of funding.

The CEC will issue an email notice to approved grant applicants identifying the amount of the award. As noted above, the LEA will be awarded the CEC-approved amount requested, which must equal the total of each site-specific budget not to exceed the maximum award, as specified in Chapter 2.K.

The grant award for sites meeting the requirements of the HVAC Assessment and Maintenance Pathway will include a contingency fund of an additional 20 percent of the approved amount for the HVAC assessment, general maintenance, adjustment of ventilation rates, and completion of the HVAC Assessment Report. The 20 percent contingency funds can only be used for HVAC repairs, upgrades, or replacements necessary to make the HVAC system functional or more energy efficient as described below. Although not required to be included in the estimate of work to be done, after the project is completed, the LEA will be required to provide documentation demonstrating how the contingency funds were spent.

At the conclusion of the project, all unspent funds including any unspent contingency funds shall be returned to the CEC. Furthermore, any grant funds not used in accordance with program requirements, including grant agreement terms and conditions, shall be returned to the CEC.

Contingency Funds Eligible Costs

Only costs required to complete work identified in the HVAC Assessment and Verification Reports as necessary to make the HVAC system functional or more energy efficient will be deemed eligible costs for expending the 20 percent contingency funds. The contingency funds may be used to cover cost overruns but cannot be used to pay for consultant fees or any portable equipment not directly connected to the eligible HVAC systems as described in PUC Section 1622.

Funds must be used on the specific site for which they were awarded and cannot be transferred or used at another site. In documenting the appropriate use of the funds during final reporting, the LEA will be required to identify specifically where in the HVAC Assessment Report the identified repairs or upgrades are called for and the related expenditures using the contingency funds were spent in accordance with the assessment.

G. Timing of Payment

For projects that have not been completed at time of application (also called planned projects), the CEC will issue a portion of funds in advance equal to 50 percent of the overall grant award. Upon approval of an award, the grantee will receive a notice of proposed award from the CEC, and a grant agreement will be executed. After grant agreement execution, the CEC will approve payment of advance funds equal to 50 percent of the overall award for all sites represented in the grant agreement to be issued by the State Controller's Office (SCO). SCO expects to be able to issue payments within four weeks once the LEA completes the grant agreement and all required documentation is reviewed and approved by the CEC.

The remaining 50 percent of the grant funds will be issued upon receipt and review of all final required reporting, including complete reporting of how contingency funds were spent on a site-specific level of detail. The LEA shall provide the CEC with additional documentation, as specified in the Reporting section of these guidelines, demonstrating how contingency funds were used.

All project requirements, as specified in Chapter 2, must be completed to receive Assessment and Maintenance Grant funding. There will be no payment issued for the partial completion of the project requirements. If the LEA received advanced funds and does not complete all the project requirements, any grant award funding, including any 20 percent contingency awarded funds, shall be promptly returned to the CEC.

CEC staff will issue payment for the final invoice once and only when all final reporting is submitted and approved by CEC staff.

H. Additional Funding for Repair or Replacement

A licensed professional must review the HVAC Assessment Report and perform all of the following:

1. Determine what, if any, additional adjustments or repairs would be necessary to meet the minimum ventilation and filtration requirements.
2. Determine whether any cost-effective energy efficiency upgrades or replacements are warranted or recommended.
3. Provide an estimated cost for this work.

If a licensed professional identifies cost-effective energy efficiency upgrades or repairs that would exceed the 20 percent contingency amount awarded, those repairs must be documented as described in the HVAC Assessment Report and HVAC Verification Report sections of these guidelines.

For sites that completed the Limited or No Mechanical Ventilation Pathway, a licensed professional must review the Modified HVAC Assessment Report and determine recommendations for adding mechanical ventilation and filtration where none currently exists or replacing a system that is nonoperational, and then provide a cost estimate for this work.

These recommendations must be documented as described in the modified HVAC Assessment Report and HVAC Verification Report sections of these guidelines.

The ability for LEAs to apply for additional funding for these additionally identified upgrades or a portion thereof will be determined in future program and funding phases as appropriate.

I. Ineligible Costs

Grant award funding can be used only for direct costs and work performed in accordance with the terms of the grant agreement.

Costs that are ineligible to be paid with grant funding include, but are not limited to:

1. Costs, other than those noted above, incurred outside the terms of the grant agreement with the CEC.
2. Costs associated with the use and continuous monitoring of the carbon dioxide monitors, such as electrical improvements, subscription services, storage, and central hubs.
3. Purchase of equipment not an integral part of the project.
4. Replacement of existing funding sources for ongoing programs.
5. Costs stemming from DSA requirements.
6. Consultant fees.

CHAPTER 4:

Project Completion and Reporting

A. Completion of Projects

As noted, grant recipients will have 24 months to complete all Assessment and Maintenance Grant work and final reporting requirements. Although the CEC may issue a reminder of the project deadline, it is the grant recipients' responsibility to monitor project completion and meet all required reporting and invoicing deadlines.

LEAs shall submit final reporting electronically using the system or process required by the CEC at the time the reporting is due. The CEC will provide all forms, formats, and guidance needed to assist in reporting on the CalSHAPE Program webpage.

B. Reporting

PUC Section 1618 states that the reduction in greenhouse gases (GHG) and energy savings attributed to a project funded by the CalSHAPE Program shall be attributed to the utility that provided those funds when determining compliance with applicable GHG or energy-efficiency saving mandates. The baseline for determining reductions in emissions of greenhouse gases and energy savings from the program shall be the energy demand and emissions of GHG that would have occurred if ventilation and filtration recommendations for reopening schools were met without the assessment, adjustment, maintenance, repairs, and efficiency upgrades funded under the CalSHAPE Ventilation Program.

Energy and GHG savings are not a required element of the HVAC Assessment or Verification Report. Nonetheless, additional data or information may be requested from the grantee to allow the CEC to determine the GHG reductions and energy savings following PUC Section 1618. The LEA, contractor, licensed professional, or a combination thereof shall cooperate with CEC staff or CEC consultants in any assessment of the energy and GHG savings of a project, including providing access to the project site and providing project and equipment information. The cost associated with any additional reporting or assessment will not be funded by a program grant.

C. Final Reporting and Invoice for Remaining Funds

After the Assessment and Maintenance Grant project has been completed, the applicant will submit a final document package to the CEC that includes:

1. HVAC Assessment Report, as specified in Chapter 2.F.
2. HVAC Verification Report as specified in Chapter 2.G.
3. Site-specific project summary detailing the use of contingency funding.
4. Final invoice(s) and any other supporting documentation for all expended grant funds up to the original grant award amount for each site. The invoices must provide site-

specific information and be itemized to show both the material and labor costs for the project work as described in the grant agreement.

5. Any reporting required to determine compliance with PUC Section 1618, as described in Section B above, to calculate or confirm energy savings or reduction in greenhouse gas emissions resulting from the project.
6. The LEA self-certifies:
 - a. It followed the program guidelines.
 - b. The information included in the final document package is true and correct to the best of the LEA's knowledge.
 - c. All California Environmental Quality Act (CEQA) requirements are completed.
 - d. It has obtained any required DSA project approvals as applicable under California Code Regulations, Title 24.
 - e. It acknowledges that the expended funds may be subject to an audit, including a financial audit.
 - f. It complied with all reporting requirements.
 - g. It complied with all Assessment and Maintenance Grant terms and conditions.
 - h. It complied with all skilled and trained workforce and other labor requirements.
 - i. It complied with any applicable labor code requirements on the payment of prevailing wage.
 - j. All DIR requirements for public works, including payment of prevailing wages, were followed.
 - k. It commits to participate with the CEC or its delegate in the assessment of energy savings or GHG emission reductions, including providing access to project sites and project and equipment information.
 - l. It acknowledges that it may be subject to a post program site visit and measurement and evaluation study conducted by the CEC or its delegate.

D. Time Extension Requests

Grant recipients may request a one-time extension to complete final reporting. The extension will be no more than six months and will not exceed the final program reporting deadline date of June 1, 2026.

CHAPTER 5:

Administration

A. Guidelines Authority

These program guidelines are adopted under Public Utilities Code Division 1, Part 1, Chapter 8.7 added by AB 841 (Chap. 372, Stats. 2020), which directs the CEC to implement the CalSHAPE Ventilation Program as part of the CalSHAPE Program. Under PUC Section 1614(b), the Administrative Procedure Act (Chapter 3.5 [commencing with Section 11340] of Part 1 of Division 3 of Title 2 of the Government Code) does not apply to the adoption of these guidelines.

B. Effective Date of Guidelines

These program guidelines are not effective until adopted by the CEC at a publicly noticed business meeting. Once effective, these guidelines will apply to all CalSHAPE Ventilation Program applicants, projects, and grantees. The CEC will post the adopted [CalSHAPE Ventilation Program Guidelines, Second Edition](#), on its website:

<https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>. Applicants may also obtain the program guidelines by contacting CalSHAPE@energy.ca.gov.

C. California Environmental Quality Act

The CEC must comply with CEQA (Public Resources Code section 21000 et seq.; see also California Code of Regulations Title 14, Section 15000 et seq.), which generally requires public agencies to identify and consider potential environmental impacts of proposed projects. Applicants may be required to submit CEQA documentation as part of their application to determine CEQA compliance. Refer to Appendix A: Application and Forms for further information.

D. Division of the State Architect Review

The DSA provides design and construction oversight for school districts. To ensure buildings are safe and compliant with accessibility standards, the DSA must review and approve public school construction for compliance with the California Code of Regulations, Title 24, the California Building Code (CBC), when alterations or additions are made to existing buildings.

Certain equipment replacements and upgrades funded by the program might be exempt or excluded from DSA review and approval for structural safety, depending on the scope of work and estimated construction cost. To help LEAs determine the various requirements and possible exemptions, the DSA provides resources and guidelines on its [website](#) at <https://www.dgs.ca.gov/DSA/Resources/Page-Content/Resources-List-Folder/Plan-Review-Appointment-Process-for-School-Essential-Services-Construction-Project>.

In cases where DSA review is required, the DSA will verify that the original building construction was certified before it can issue approval of plans for alterations on that building. DSA regional office staff can help LEAs identify whether a particular building is suitably certified and what steps are required to achieve certification.

LEAs are advised to consider DSA requirements early in their planning for HVAC work and contact the appropriate DSA regional office with jurisdiction over the area in which the project is located.

Visit the DSA Construction Project Submittal web page for more information regarding plan submission at the Plan Review Appointment Process.

E. Enforcement

In addition to any other rights the CEC has, the CEC can take all the following actions necessary to enforce its rights and program requirements:

1. Recovery of Overpayment

The CEC may direct its chief counsel to commence formal legal action against any applicant, former applicant, or recipient to recover any portion of a payment under a grant agreement that the executive director determines the applicant, former applicant, or recipient was not otherwise entitled to receive, retain (that is, advanced funds), or spend in the manner it was spent.

2. Fraud and Misrepresentation

The executive director may initiate an investigation of any applicant that the executive director has reason to believe may have misstated, falsified, or misrepresented information in submitting an application, payment request, or any reporting or other information required under the program. Based on the results of the investigation, the executive director may take any action deemed appropriate, including, but not limited to, cancellation of the reservation of funds, termination of the award or award agreement, recovery of any overpayment, and, with the concurrence of the CEC, recommending the attorney general initiate an investigation and prosecution under Government Code Section 12650, et seq., or other provisions of law.

3. Noncompliance With Agreement

The CEC may seek remedies for noncompliance with agreement terms, work scope, and project milestones including, but not limited to, stop work, termination, withholding requested payments, recovery of funds, or any other administrative or civil action.

F. Use and Disclosure of Information and Records and Confidentiality

With very few exceptions, documents submitted to the CEC or its technical consultant(s), including as part of any audit, are considered public records subject to disclosure under the California Public Records Act. The CEC or other state agencies may also use any of these

documents or information for any purpose, including to determine eligibility and compliance with the CalSHAPE Program, applicable law, or a particular solicitation or guideline document; evaluate related or relevant programs or program elements; or prepare reports. These documents and information include, but are not limited to, applications for funding, the agreement itself, invoices and any documentation submitted in support of applications, all agreement deliverables, final project report, and documents prepared for other reporting requirements, materials and documents developed as part of technology transfer.

If the CEC requires an applicant or recipient to provide copies of records that the recipient believes contain confidential/proprietary information entitled to an exemption under the California Public Records Act or protection under another law, the recipient may request that such records be designated confidential according to the CEC's regulations for confidential designation, Title 20, California Code of Regulations, Section 2505.

Applicants considering confidentiality should note that CalSHAPE funds are subject to information disclosure requirements to ensure transparency. Information concerning the identity of recipients and the grant amount is public information and will be disclosed according to the California Public Records Act. This information, as well as other public information, may also be disclosed through the CEC's website, another State of California agency website, or through other means.

The CEC can be required by law to disclose confidential information and records to other governmental entities and policing authorities for civil and criminal investigation and enforcement.

G. Substantive Changes in Guidelines

After adoption, substantive changes to the adopted program guidelines may be made with the approval of the CEC at a publicly noticed meeting with no fewer than 15 days' notice. Unless stated otherwise in the resolution approving substantive changes, such changes shall take effect upon adoption by the CEC. Substantive changes to design or requirements include but are not limited to:

1. Program eligibility.
2. Technical requirements.
3. Measurement and verification reporting.

H. Nonsubstantive Changes in Guidelines

If the program guidelines require nonsubstantive changes, including, but not limited to typographical errors, the CEC will provide a notice of the changes to the CalSHAPE list serve (school_ee_stimulus) and post the amended guidelines on the program web page.

APPENDIX A:

Application Information

This appendix describes the information that will be required in the application form. The application will be completed and submitted by the LEA using the electronic submission process and system identified in the notice of funding availability issued by the CEC. The application form will be made available for use in developing the application package on the [program web page](https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program) (<https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>).

Refer to Chapter 3.B for more detailed information about the application process.

Assessment and Maintenance Grant Application Form

1. Application Information
 - Applicant name
 - Type of entity/CDS Code
 - Application region
 - Address
 - Contact information
 - Utility provider(s)
2. Project Information (Table format for multiple projects in LEA's application)
 - Type of project (new or reimbursement)
 - School address
 - School size (classrooms/students)
 - Project description
3. Project Schedule
 - Estimated start date
 - Estimated completion date
4. Project Budget
5. CEQA-related information
6. Supporting Documentation
7. Self-Certifications

APPENDIX B:

HVAC Assessment Report Information

This appendix describes the information that will be required in the HVAC Assessment Report. The assessment report form will be completed by qualified testing personnel and submitted using the electronic submission process and system identified in the notice of funding availability issued by the CEC. The assessment report forms will be made available for use in on the [program web page](https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program) (<https://www.energy.ca.gov/programs-and-topics/programs/california-schools-healthy-air-plumbing-and-efficiency-program>)

Refer to Chapter 2.D for more detailed information about the assessment report requirements.

1. Overview Form (checklist)

- Unit/Model No./Serial No./SEER Rating/Refrigerant
- Filtration
- Ventilation rate
- Ventilation system operation
- Air distribution
- Building pressure
- General maintenance
- Operational controls
- CO₂ monitoring
- HVAC Assessment Report
- Energy and ventilation upgrades

2. Filtration Form

- Existing filter data
- Installation audit
- Frame condition
- Motor and control type
- MERV 13 verification

3. Ventilation Rate Form

- Determine minimum required outside air
- Verify minimum required outside air
- Increased outside air

4. Economizer Operation Form

- Verify economizer operation

- Economizer functions as designed Y/N
- Documentation of adjustments and repairs required

5. Demand-Control Ventilation Operation Form

- Verify DCV operation
- Verify DCV function at setpoint of 800 ppm
- Document adjustments or repairs required

6. Air Distribution and Building Pressure Form

- Supply outlets measurement
- Return inlets measurement
- Exhaust inlets measurement
- Measured supply air = measured outside air + measured return air determination
- Measured supply air slightly great than measured return air determination
- Air distribution notes
- Document repairs and adjustments required

7. General Maintenance Form

- Verify coil condition
- Verify condensate drainage
- Measure and document temperature differential
- Verify condition of drive assembly
- Document deficiencies
- Document required repairs and adjustments

8. Operational Controls Form

- Review control sequences – verify systems will maintain intended conditions during operation
- Ventilation schedule operation
- Document deficiencies and recommendations for maintenance, replacement, or upgrades.

9. CO₂ Monitoring Form

- Verify installation or install a CO₂ monitor
- Verify and document CO₂ monitor meets required capabilities

10. Limited or No Existing Mechanical Form

- Verify existing HVAC infrastructure
- Collect information on the building and potential locations for the installation of mechanical ventilation

APPENDIX C:
Table 120.1-A

Appendix for reference purposes only.

Table 120.1-A – Minimum Ventilation Rates

Occupancy Category	Area Outdoor Air Rate ¹ Ra	Min Air Rate for DCV ²	Air Class	Notes
		fm/ft ²	cfm/ft ²	
Educational Facilities				
Daycare (through age 4)	0.21	0.15	2	
Daycare sickroom	0.15	3		
Classrooms (ages 5-8)	0.38	0.15	1	
Classrooms (age 9-18)	0.38	0.15	1	
Lecture/postsecondary classroom	0.38	0.15	1	F
Lecture hall (fixed seats)	-	0.15	1	F
Art classroom	0.15	2		
Science laboratories	0.15	2		
University/college laboratories	0.15	2		
Wood/metal shop	0.15	2		
Computer lab	0.15	1		
Media center	0.15	1	A	
Music/theater/dance	1.07	0.15	1	F
Multiuse assembly	0.50	0.15	1	F
Food and Beverage Service				

Restaurant dining rooms	0.50	0.15	2	
Cafeteria/fast-food dining	0.50	0.15	2	
Bars, cocktail lounges	0.50	0.20	2	
Kitchen (cooking)	0.15	2		
General				
Break rooms	0.50	0.15	1	F
Coffee Stations	0.50	0.15	1	F
Conference/meeting	0.50	0.15	1	F
Corridors	0.15	1	F	
Occupiable storage rooms for liquids or gels	0.15	2	B	
Hotels, Motels, Resorts, Dormitories				
Bedroom/living room	0.15	1	F	
Barracks sleeping areas	0.15	1	F	
Laundry rooms, central	0.15	2		
Laundry rooms within dwelling units	0.15	1		
Lobbies/pre-function	0.50	0.15	1	F
Multipurpose assembly	0.50	1	F	

APPENDIX D: Additional References

Assembly Bill No. 841 Energy: transportation electrification: energy efficiency programs:
School Energy Efficiency Stimulus Program. (2019-2020) (Ting)

http://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=201920200AB841

Prepared By: Stephanie Alfrey
 Customer Name: Santa Rosa Elementary School District
 Contract Term: 12 Months
 Start Date: 1-JUL-2022
 End Date: 30-JUN-2023
 Billing Frequency: Annually

Customer Contact: Rand Van Dyke
 Title: Director of Instruction/Curriculum
 Address: 211 Ridgeway Ave
 City: Santa Rosa
 State/Province: California
 Zip Code: 95401
 Phone #: (707)890-3800X80318

Product Description	Quantity	Unit	Extended Price	
Initial Term 1-JUL-2022 - 30-JUN-2023				
License and Subscription Fees				
Unified Insights Enrollment Analytics Hosted Subscription	New Housing Research - RDR	14,875.00	Students	USD 2,528.75
Unified Insights Enrollment Analytics Hosted Subscription	Premier Enrollment Projections	14,875.00	Students	USD 17,403.75
License and Subscription Totals:			USD 19,932.50	

Quote Total

Initial Term	1-JUL-2022 - 30-JUN-2023
Payment Total	USD 19,932.50

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Santa Rosa Elementary School District

Signature:

Signature:

A handwritten signature in cursive script, appearing to read "Eric Shander".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 15-JUL-2022

Date:

PO Number: _____



**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 2 TEACH

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0500-0-1140-1000-5800-249-L137

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 30+ Special Education staff, Secondary

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: Steve Mizera Date: July 15, 2022

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Patricia Cons-Fujii Phone #: 707 890-3800 x80807
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 08/03/2022 Proposed Contract End Date: 08/04/22

Requisition #: R23-00676

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide meeting room with projector, and other presentation material such as whiteboards, makers, flip chart paper
 Materials for participants
 Pay for subs for teachers to attend training
 Purchase Collaborative Teaching in Secondary Schools for all new participants
 Collaborate with 2Teach to coordinate micro-teaching observation schedule, feedback sessions (virtually and/or in person) and have administrator(s) present for microteaching observations and feedback to learn CTSS and use protocol with other co-teaching teams

(b) CONTRACTOR's Responsibilities and Duties:

2 Teach will provide training in inclusive practices; specifically co-teaching; to the cohort of special education teachers to support implementation of co-teaching

Co-teaching 101 (2 days) August 3 and 4, 2022

For groups with limited experience with co-teaching

For teachers new to co-teaching

Describes roles/responsibilities, benefits/challenges, co-planning, co-instructing w/ 5 models, co-assessing

Collaborative Teaching in Elementary or Secondary Schools- required text (purchased for new participants only)

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 08/03, 2022, and will continue through 08/04, 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 ten thousand Dollars (\$10,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Invoice SRCS services and material totaling \$10,000 at the time of agreement execution for materials and then professional development.

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

Teachers will be able to successfully implement the co-teaching model to support struggling learners with a focus on special education students to provide greater access to the general education curriculum. Success will be defined as positive social outcomes, increased student engagement, improved social skills and self-concept through the reduction of pull-out situations and improved academic performance. Furthermore, teachers will have the opportunity to engage in new teaching methodologies, sharing of expertise and work together to address content, accountability, classroom management and assessment.

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@sres.k12.ca.us

CONTRACTOR:

Name: 2 Teach LLC

Street: 8408 Jason Ave.

City/State/Zip: West Hills, CA 91304

Phone: 855-618-2877

Email: wwlochner@2TeachLLC.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 15th DAY OF July, 2022.

DISTRICT

Signature: _____

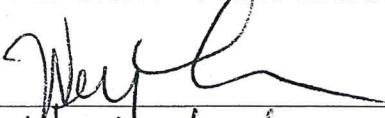
Rick Edson _____

Deputy Superintendent _____

mmartin@sres.k12.ca.us _____

707-890-3800 x80201 _____

AUTHORIZED SIGNER or CONTRACTOR

Signature:  _____

Print Name: Wendy Lochner _____

Title: Vice President _____

Email: wlochner@zfeadllc.com _____

Phone: 855-818-2877 _____



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 Community Action Partnership of Sonoma County, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0500-0-1140-1000-5100-119-L126
01-0500-0-1140-1000-5800-119-L126

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

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

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

Number of Individuals Served:

Approved at Site by*: Date:

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: Date:

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Cindy Deuel, Teaching and Learning Phone #: 890-3800 ext. 80302
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2022 Proposed Contract End Date: June 30, 2023

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:

1. District will provide CAP Sonoma with the a classroom for Pasitossm and Primeros Pasitossm Programs one morning a week at 4-6 elementary schools, including Lewis School at Via Esperanza Family Resource Center. This will include small tables and chairs for Pasitos
2. The District will provide janitorial service for the classrooms weekly, including removal of trash.
3. The District will work with CAP Sonoma to facilitate the distribution of recruitment flyers for Pasitossm families at the elementary schools.
4. The District commits to providing administrative and or teacher staff to work towards more complete and comparable evaluation of Pasitos Programs. To this end the District will:
 - a. Participate in an information sharing agreement as developed with First 5 Sonoma County and CAP Sonoma to facilitate tracing the impact of the programs that is used by the Sonoma County READY Program.
 - b. Monitor student progress during the K-12 school year and compare the progress of participants and non-participants.

(b) CONTRACTOR's Responsibilities and Duties:

- ◆ CAP will enroll and conduct up to 10 weekly, 1½-2-hour Pasitossm Program during the fall and spring semesters at the above schools in accordance with the Pasitos model on the Upstream Portfolio. There will be one to two groups per site depending on the need with 10-15 families per class. CAP will also conduct 2-4 Primeros Pasitos (children 1½ to 2½ years) classes with 10-12 families per class at district sites, depending on enrollment and space. Other school sites may be identified, space permitting.
- ◆ CAP will provide ongoing coordination program parents as they build a career path, funding permitting, utilizing coaching in the Your Money Your Goals curriculum
- ◆ CAP will conduct 2-10 week series of Abriendo Puertas program at Lewis School in '21-'22 school year. This is program that engages parents in their child's education.
- ◆ CAP will administer Ages and Stages Questionnaire to identify delays and refer for services or further assessment.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2022, and will continue through June 30, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One Hundred Fifty Thousand Dollars (\$150,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Ten thousand dollars (\$10,000) will be due and payable on October 1, 2022
SRCS will be invoiced on the first of each month for the remaining amount.
\$17,500 due and payable on each of the following dates: November 1, 2022; December 1, 2022; January 1, 2023; February 1, 2023; March 1, 2023; April 1, 2023; May 1, 2023; and June 1, 2023.

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?):

Pasitossm has an evaluation plan designed by First 5's external evaluators. It is a Retrospective Parent Survey that measures what parents have learned since participating in Pasitos and is administered at the end of the 28- week program. 2019-20 data shows that before participating in Pasitossm, 14% reported reading 5 or more times per week, and after participation, 82% reported reading 5-7 times per week. Other areas surveyed include knowledge of language development, child development, positive parenting strategies, resources, and role as first teacher. Data from the current year for both Pasitos and Primeros Pasitos will be available mid-July.

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") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

CONTRACTOR:

Name: Community Action Partnership of Sonoma County

Street: 141 Stony Circle #210

City/State/Zip: Santa Rosa, CA 95401

Phone: 707-544-6911

Email: scooper@capsonoma.org

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited 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 _____, 202__.

DISTRICT

AUTHORIZED SIGNER or CONTRACTOR

Signature: _____

Signature:  _____

Anna Trunnell

Print Name: Susan Cooper Kleinbort

Superintendent

Title: Executive Director

mmartin@srcs.k12.ca.us

Email: scooper@capsonoma.org

707-890-3800

Phone: 707-544-6911



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 10,000 Degrees, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

Funding Category: Base Supplemental Concentration
Restricted: _____ Other: No cost

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

Contract is: New X Renewal Addendum Amendment

Number of Individuals Served: Approx. 950 Seniors at Elsie Allen, Piner, and Santa Rosa High School

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: [Signature] Date: 4/30/22

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Proposed Contract Start Date: July 28, 2022 Proposed Contract End Date: June 30, 2025

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Designate a lead high school staff member, per partner high school, as a partnership support liaison for 10,000 Degrees staff to support w/ school navigation.
- Designate a district level staff member as a partnership liaison for 10,000 Degrees staff for district level navigation.
- Designate a district level data liaison for 10,000 Degrees staff to navigate data needs for student tracking & outreach.
- Provide 10,000 Degrees with a report for the senior class with the following data points prior to school start of each year & updated reports prior to each semester start (first name, last name, student ID #, ethnicity, ethnicity code, gender, assigned school counselor, student cell phone #, home phone #, email address, cumulative unweighted and weighted GPA, ELL, newcomer or migrant education, foster youth, homeless & free/reduced price lunch eligible and other district indicators for seniors from low income backgrounds) to support w/ targeted student outreach efforts.
- Provide 10,000 Degrees with the % of seniors going to college by pathway, at the end of each year, to monitor senior class support & impact. (Ex: 4 year, community college, CTE etc.)
- Provide confidential space for individual/group counseling sessions.
- Support with identifying and referring students from underrepresented/low income backgrounds.
- Assist with student, family & school staff outreach for 10KD related events & opportunities.
- Provide access to a desk.
- Provide access to on campus printing & internet/wifi on site at partner high school.
- Provide on campus parking pass for partner high school for Fellow & Manager.
- Provide Fellow & Manager with a login to the district/school student information system for partner high school site/s with permissions to pull transcripts, student class schedules, student academic profiles including contact information, pull reports for the junior and senior class & access student progress dashboards.
- Provide Fellow/Manager with CSAC financial aid progress reports for the senior class on a bi-weekly basis.
- To support w/ student & family buy-in & to ensure 10KD staff are on district email server lists for important & timely communications, provide 10,000 Degrees Fellow & Manager with a district email address to communicate effectively w/ students, families & school staff.
- Assist 10,000 Degrees staff to provide effective services and opportunities to in-school staff regarding the referral & collaboration process for teachers, counselors and other school partners.
- Include 10,000 Degrees Fellow & Manager on relevant school counselor & all staff meetings.
- Provide guidelines to be followed in service delivery during class time.
- Support with the distribution of periodic 10,000 Degrees student surveys to measure program progress & impact.
- School district leadership participates in period check-ins with 10,000 Degrees leadership (beginning & end of year) to discuss important updates, program progress & give/receive feedback on collaboration.
- High school administration & College and Career Counselor/School Counselor participates in period check ins with 10,000 Degrees program staff (beginning, middle & end of the year) to share progress on student focused work, plan for the upcoming academic year & give/receive feedback on collaboration.
- District leadership, high school administration & counseling team participate in 10KD end of year partnership survey.

CONTRACTOR's Responsibilities and Duties:

- Provide on site and virtual college access support approximately 3-4 days a week per partner high school (Piner High School, Elsie Allen High School & Santa Rosa High School). On site support schedule is flexible and based on the semester needs of the school.
- Provide the school site with a structured service delivery schedule. On site service delivery schedule will be determined in collaboration with school partners prior to each school semester start.
- Notify a school site representative if the staff will be absent on the set scheduled day/time. 10,000 Degrees will make arrangements to send an alternate representative where applicable.
- Communicate changes in staff or program services at any time of the school year to site administration and a proposed plan regarding continuation of care for students.
- Provide on site college access focused workshops & 1:1 support for seniors, with a focus on seniors from low income backgrounds, on college matriculation topics including college awareness, financial aid & college applications.
- Provide access to 10,000 Degrees' virtual curriculum offerings including and not limited to virtual events, presentations, outreach materials, college access & success support toolkits & train the trainer opportunities for students, families & school partners.
- When feasible, collaborate w/ teachers to provide in class college access workshops.
- Provide services/programs before school, during school & after school hours.
- Comply with school district policies regarding student data privacy, covid safety protocol & other necessary processes and trainings.
- Participate in collaborative college access program planning with school partners prior to each semester start.
- Participate in relevant school staff meetings, ongoing.
- Conduct period check-ins with school district administration (beginning & end of year) to discuss important updates, program progress & give/receive feedback on collaboration.
- Conduct period check-ins with high school administration & College and Career Counselor/School Counselor (beginning, middle & end of the year) to share progress on student focused work, plan for the upcoming academic year & give/receive feedback on collaboration.
- Utilize collaborative school data systems to communicate student matriculation progress w/ school partners, if applicable (ex: collaborative student matriculation google sheet tracker).
- Provide partner high school admin & counselors w/ 10KD launch toolkit & partnership integration resources, including initial 10KD training focused on high school collaboration.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 28, 2022, and will continue through June 30, 2025, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Zero Dollars (\$__0__). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

No cost.

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?):

Description of Program Goals

Through a partnership with Santa Rosa City Schools, 10,000 Degrees seeks to increase college access opportunities & college success outcomes for low-income high school students and families in Sonoma County. With 40% of high school students in SRCS categorized as socioeconomically disadvantaged (*CA Department of Ed, 2021-2022*) 10,000 Degrees considers a partnership with SRCS to both align with the organization's mission to increase its reach to support students from low-income backgrounds in Sonoma County and the district's LCAP goals. Additionally, with 10,000 Degrees' primary area of expertise & support for financial aid submission for students & families, we anticipate to be of support to the district and school partners to reach their financial aid submission goals school wide with California's financial aid graduation mandate.

10,000 Degrees aims to engage in the following proven critical college access & success objectives in order to achieve a joint goal to improve postsecondary outcomes for students from low-income backgrounds.

- 1) Increase college awareness and foster a strong college going culture for high school students and families.
- 2) Increase the financial aid submission rates for the high school senior class.
- 3) Empower school staff with the tools, knowledge and resources they need to confidently support their students with their postsecondary goals.
- 4) Provide wrap around college success support & need based scholarships to SRCS seniors from low income backgrounds to provide as both a financial and validating incentive for student success through college graduation.

Measuring Impact:

10,000 Degrees will measure impact on the key objectives highlighted below using both qualitative & quantitative data to ensure effective program delivery and student success.

- 1) Support the increase of college awareness and foster a strong college going culture for high school students and families.
 - # workshops
 - # of attendees
 - College awareness surveys
- 2) Support the increase the financial aid submission rates for high school seniors.
 - # of workshops
 - # of attendees
 - % of financial aid submission rate for seniors
- 3) Support school staff with the tools, knowledge and resources they need to confidently support their students with their postsecondary goals.
 - # train the trainer workshops
 - # of attendees
 - Train the trainer surveys
- 4) Provide wrap around college success & need based scholarship support to SRCS seniors from low income backgrounds through college graduation through the 10,000 Degrees scholarship.
 - # of seniors accepted for the 10,000 Degrees Scholarship + Success Program

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

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

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

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

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

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole

negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of **damages** or compensation payable to or for CONTRACTOR or its agents under **workers' compensation acts, disability benefit acts, or other employee benefit acts.**

Notwithstanding the foregoing, however, in the event that a court **determines** that liability with respect to any liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (**but not to costs of defense previously incurred by CONTRACTOR**) will be limited accordingly.

- (b) **CONTRACTOR** shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with **CONTRACTOR'S performance** hereunder, if and to the extent caused by CONTRACTOR or any agent or **representative** of CONTRACTOR.

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

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

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- (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.

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(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.

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(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.

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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

CONTRACTOR:

Name: 10,000 Degrees

Street: 1401 Los Gamos Drive, Suite 205

Santa Rosa, CA 95401

City/State/Zip: San Rafael CA, 94903

707-890-3800

Phone: 951-807-1241

mmartin@srcs.k12.ca.us

Email: cgonzales@10000degrees.org

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

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

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

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

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

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

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature:  _____

Print Name: Christopher Gonzales

Title: Director, Strategic Growth & School Partnerships

Email: cgonzales@10000degrees.org

Phone: 951-807-1241

mmartin@srcs.k12.ca.us

707-890-3800 x80201

PLAY MARIMBA!

RENTAL AGREEMENT

- I. **THE PARTIES.** This Equipment Rental Agreement (“Agreement”) is made on this July 1st, 2022 by and between:

Lessor: Play Marimba Programs LLC with a mailing address of 1441 Tilton Road, Sebastopol, CA 95472 (“Lessor”), and

Lessee: Santa Rosa City Schools with a mailing address of 211 Ridgway Avenue, Santa Rosa, CA 95401 (“Lessee”).

- II. **EQUIPMENT DESCRIPTION.** The Lessor hereby leases to Lessee the following equipment:

1. 78 practice marimbas w/ cases and mallets
2. 4 full sized teacher marimbas
3. 4 cajon drums

Hereinafter known as the “Equipment.”

- III. **LEASE TYPE.** This Agreement shall be considered a Fixed Lease. The Lessee shall lease the Equipment starting on July 1st, 2022, and end on June 10th, 2023 (“Lease Term”). At the end of the Lease Term and no renewal is made, the Lessee must return the Equipment to the Lessor.

- IV. **RENT.** The Lessee agrees to pay the Lessor \$5,850 for leasing the Equipment (“Rent”) that shall be paid by August 15th, 2022.

- V. **DELIVERY OF EQUIPMENT.** The delivery of the Equipment to the Lessee at the start of the Lease Term and returning to the Lessor at the end of the Lease Term shall be the responsibility of the Lessor.

- VI. **INSURANCE REQUIREMENT.** The Lessee is not required to have or hold insurance on the Equipment. Although, the Lessor shall be held harmless and indemnified from any and all wrongdoing in connection with any injury of any person in the operation of the Equipment.

- VII. **ACCEPTANCE OF EQUIPMENT.** The Lessee shall inspect each item and part of the Equipment upon delivery and pursuant to this Agreement. The Lessee shall have twenty-four (24) hours from the delivery date to inform the Lessor of any discrepancies. If for any reason the Lessee claims the Equipment was not the same as described under this Agreement, the Lessee shall be able to return the Equipment and obtain a full refund for any Rent, Security Deposit, and any other payments made.

- VIII. **NO WARRANTY.** The Lessor makes no warranties, expressed or implied, as to the equipment leased. The Lessee assumes responsibility for the condition of the Equipment.

- IX. **RISK OF LOSS OR DAMAGE.** The Lessee assumes all risk of loss or damage to the Equipment from any cause and agrees to return it to the Lessor in the condition received, with the exception of reasonable wear and tear.
 - a) Damaged or Lost Equipment. If the equipment is damaged or lost, the Lessor shall have the option of requiring the Lessee to either repair the Equipment to a state of good working order or to replace the Equipment with like-equipment and in equal condition. The final decision for approval of any lost or damaged Equipment will be ultimately up to the Lessor.
- X. **ASSIGNMENT.** The Lessee is strictly prohibited from assigning or subletting the Equipment in any manner unless written consent is given by the Lessor. In addition, the Equipment may not be used by any person or associate other than the Lessee and their agents, employees, and subcontractors.
- XI. **SEVERABILITY.** If any portion of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XII. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws located in the State of California.
- XIII. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. This Agreement replaces any and all prior agreements made between the Parties.
- XIV. **EXECUTION.** Lessee and Lessor each represent and warrant to the other that each person executing this Agreement on behalf of each party is duly authorized to execute and deliver this Agreement on behalf of that party.

Lessor's Signature: Tobias Sparks Date: 7/3/2022

Print Name: Tobias Sparks

Title: Owner

Lessee's Signature: _____ Date: _____

Print Name: _____

Title: _____



**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 Anna Benton Williams, 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: 0 6 - 6 2 6 6 - 0 - 1 1 4 0 - 1 0 0 0 - 5 8 0 0 - 1 2 4 - E E 0 2

Funding Category: Base Supplemental Concentration
 Restricted: _____ X Other: Educator Effectiveness Grant

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

Contract is: New X Renewal Addendum Amendment

Number of Individuals Served: All students in SRFACS grades TK through 6th, projected to be 450 in 2022-23SY

Approved at Site by*: *Evelyn Anderson* Date: July 6, 2022

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

Departmental Approval:** _____ Date: _____

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

Contract Created by: Evelyn Anderson, SRFACS **Phone #:** 707-890-3930. X 73105
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2022 **Proposed Contract End Date:** January 1, 2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Coordinate logistics including but not limited to date and times, location, food, and participants.

(b) CONTRACTOR's Responsibilities and Duties:

CONTRACTOR will collaborate with the principal of the Santa Rosa French-American Charter School (SRFACS), Evelyn Anderson, to facilitate a scope and sequence of professional development and design sessions for the English Language Arts (ELA) curriculum at SRFACS to support the development of a rigorous, differentiated ELA continuum for grades TK through 6th. Provided the values stated in the Santa Rosa Schools Mission, Vision, and Priorities, our approach will focus on a number of elements, including student-centered delivery of services, equity and access, and program size, scope and quality.

CONTRACTOR will facilitate professional development and design sessions so that the ELA curriculum meets the criteria of the program's harmonized French and California Common Core curriculum.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2022, and will continue through January 1, 2023, 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 fifteen thousand Dollars (\$15,000 _). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment will be mailed within two weeks upon receipt of verification of completion of work.

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 staff will engage in professional development and design an ELA instructional continuum.

Using the Common Core Standards, the ELA team will develop a concept-based curriculum that will incorporate complex thinking skills, use varied resources, and include student products as assessment.

The process will include gathering of current practices of individual ELA teachers in order to create a cohesive ELA curriculum model. The model will serve as a curriculum guide for teachers and communicate the ELA progression for parents and community.

The work will center on the readiness, interests and learning styles of our students.

The designed continuum will be documented so that it can be shared and utilized by current and future ELA teachers.

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

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

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

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers'

Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

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

10. Indemnification:

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

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

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall

not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory

completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Anna Benton-Williams

Street: 4937 Harville Rd.

City/State/Zip: Santa Rosa, CA 95409

Phone: 707-535-9679

Email: willfam1959@gmail.com

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

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

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT.

CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF JULY, 2022.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Anna Trunnell _____

Superintendent _____

mmartin@srcs.k12.ca.us

707-890-3800 x80201 _____

Signature: Anna Benton-Williams _____

Print Name: Anna Benton-Williams _____

Title: Educational Consultant _____

Email: willfam1959@gmail.com _____

Phone: 707-535-9679 _____



**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 Raising A Reader, 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: _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____

Funding Category: Base Supplemental Concentration
 Restricted: _____ X Other: Grant Funded

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

Contract is: New X Renewal Addendum Amendment

Number of Individuals Served: KA/K students at Steele Lane and Abraham Lincoln Elementary Schools

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

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

Contract Created by: Alisa Haley, Director Educational Services **Phone #:** (707)890-3800 x80317
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Aug. 1, 2022 **Proposed Contract End Date:** June 30, 2023

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:

- Support the implementation and evaluation of the RAR program.
- Coordinate and provide room(s) facilities for training if necessary.
- Provide substitutes for in person training if training is conducted during work hours or extended pay or teacher as needed to participate.
- Support opportunities for the Masonic Lodge members to participate in RAR events or activities when appropriate.

(b) CONTRACTOR's Responsibilities and Duties:

- Provide book bags for each student to take home on a weekly basis.
- Provide 3-4 books per students to take home and return on a weekly rotation.
- Provide books in English and Spanish.
- Provide training for staff to support and train families/caregivers
- Funding of the program at no cost to Santa Rosa City Schools.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on Aug 1, 2022, and will continue through June 30, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

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

Not applicable, program grant funded through Santa Rosa Masons

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?):

Engage parents/caregivers sharing books with their children to support healthy brain development, bonding, and early literacy skills needed for school success.

Parents/caregivers will learn strategies when reading with their child using research-based practices. Families will develop a routine around reading and learn how to access their local library.

Staff will work with parents on strategies to support reading and strengthen the partnership between home and school for positive student outcomes.

The program will be evaluated through the use of a parent/caregiver survey and a site rubric to assess implementation. A baseline and follow-up survey will measure behavior change in parent/caregiver before and after implementation.

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

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

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

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

employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Raising A Reader

Street: 489 Valley Way

City/State/Zip: Milpitas, CA 95035_

Phone: (443)223-9244_

Email: rarmstrong@raisingareder.org_____

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

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

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

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

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

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

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

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Rick Edson

Print Name: Michelle Torgerson

Deputy Superintendent

Title: CEO and President

mmartin@srgs.k12.ca.us

Email: mtorgerson@raisingareader.org

707-890-3800 x80201

Phone: (650) 489-0550

**Memorandum of Understanding Between
Raising A Reader National Office and
Santa Rosa City Schools**

Raising A Reader National Office (RAR) will be securing funds from the California Masonic Foundation to offset the cost of materials and coordinator training associated with the first-year launch of Raising A Reader at selected schools in the Santa Rosa City Schools for the 2022-2023 academic year.

Santa Rosa City Schools / Abraham Lincoln and Steel Lane Elementary Schools and RAR agree to the following additional terms specific to the application of these funds. These terms supersede the licensing agreement where applicable for the terms of the Masons funding.

Raising A Reader National Office agrees to:

1. Secure funds and provide support

Secure funds to offset the costs of materials, coordinator training and technical support to implement Raising A Reader for Santa Rosa City Schools TK and kindergartener students at Abraham Lincoln and Steel Lane Elementary Schools for the 2022-2023 academic year. These funds will cover all costs identified under Section III and Section V of the RAR licensing agreement. The estimated value of the materials is approximately \$115 per child for the first year.

Santa Rosa City Schools agrees to:

1. Comply with the terms of the Masons funding.

The signature of the authorizing official on this memorandum of understanding and the acceptance of the product awards together confirm:

- 1.1 The materials will be used for the purposes stated.
- 1.2 Santa Rosa City Schools / Abraham Lincoln and Steel Lane Elementary Schools are 501(c)(3) tax-exempt public charities or governmental agencies as defined in Section 170(c)(1) of the Internal Revenue Code of 1986, and that the grant will not result in the private benefit of any individual, including the discharge of any pledge or financial obligation of any individual. Section 170(c)(1) refers to agencies that conduct activities to benefit the public at large, like public schools, state universities, public libraries, and volunteer fire departments.

2. Support high quality implementation and evaluation of Raising A Reader in participating classrooms.

Support includes but is not limited to:

- 2.1 Administrative permission for at least one staff person at Abraham Lincoln and Steel Lane Elementary Schools to participate in a RAR implementer training given by RAR National Staff member.

- 2.2 Supporting rigorous program evaluation which includes but is not limited to: ensuring school-based staff administer the RAR Retrospective Parent Survey to all kindergarten parents (with the aim of achieving an 80% return rate at each point of survey administration); and sending surveys to RAR National Office for data entry and analysis; providing constructive feedback to build alignment with curricula and regulatory guidelines; participation in the development of external evaluations specific to Abraham Lincoln and Steel Lane Elementary Schools that may include de-identified student data.
- 2.3 Collaborate in efforts, but not required, to sustain Raising A Reader programming in Santa Rosa City Schools / Abraham Lincoln and Steel Lane Elementary Schools for at least the 2023-2024 and 2024-2025 school years. (A well-run program experiences an average of 5-10% materials damage and/or loss. Replacement cost of materials is approximately \$20 per child per year.) In our experience, the program can continue to be run without additional financial expenditures. However, if Santa Rosa City Schools / Abraham Lincoln and Steel Lane Elementary Schools are unable to continue the program after the 2022-2023 academic year, all granted materials will be returned to Raising A Reader for redistribution to an active Affiliate.

3. Support the relationship between RAR and California Masonic Foundation by:

- 3.1. Communication
Santa Rosa City Schools / Abraham Lincoln and Steel Lane Elementary Schools agree to direct any and all communication regarding Raising A Reader related activities to RAR National Office, including communication intended for the California Masonic Foundation.
- 3.2 Volunteers
Santa Rosa City Schools / Abraham Lincoln and Steel Lane Elementary Schools will collaborate with RAR to create opportunities for Masonic Lodge members to visit the school and/or participate in school-based volunteer activities. These activities may include but are not limited to, reading to classroom groups, hosting parent/school celebrations, assisting teachers with the organization/distribution of materials. Participation of Masonic Lodge members will comply with all applicable school district regulations associated with school-based volunteers.
- 3.3 Recognition
Santa Rosa City Schools / Abraham Lincoln and Steel Lane Elementary Schools understand that red bags purchased with funding from the California Masonic Foundation will bear a small logo at the bottom and back of the bag as follows:



Santa Rosa City Schools / Abraham Lincoln and Steel Lane Elementary Schools agree to assist RAR in recognizing the California Masonic Foundation's support for this project. Upon request, Santa Rosa City Schools will assist in gathering thank you notes, secure photos (with appropriate releases), film, administrator/parent testimonials, press releases/events and offer general assistance as requested to recognize the California Masonic Foundation's support for the RAR program in kindergarten classrooms.

Alisa Haley
Director of Teaching and Learning
Santa Rosa City Schools

Date

DocuSigned by:
Michelle Torgerson
046E6404C44046E...
Michelle Torgerson
President & CEO
Raising A Reader

7/14/2022

Date

CONSULTING SERVICES AGREEMENT

This CONSULTING SERVICES AGREEMENT (this “Agreement”) is dated as of the latest date set forth on the signature page hereto (the “Effective Date”) and is entered into by and between Isom Advisors, a Division of Urban Futures Inc., a California corporation (“Advisor”), and Santa Rosa City Schools (“District”).

RECITALS

WHEREAS, District wishes to issue certain bonds (the “Bonds”) and desires that Advisor provide to District certain Consulting Services (defined below) with respect to the Bonds; and

WHEREAS, Advisor desires to provide to District certain Consulting Services with respect to the Bonds on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, the parties agree as follows:

AGREEMENT

1. **CONSULTING SERVICES.** District hereby retains Advisor to perform (i) the financial planning services set forth on Exhibit A hereto (“the Financial Planning Services”), (ii) the financial advisory services set forth on Exhibit B hereto (“the Financial Advisory Services”); and (iii) the Continuing Disclosure services set forth on Exhibit C hereto (the “Continuing Disclosure Services”); and (iv) the Annual Debt Transparency Report (“ADTR”) services set forth on Exhibit D hereto (the “ADTR Services”); and Advisor hereby agrees to perform the Consulting Services pursuant to the terms and conditions of this Agreement.

2. **EFFECTIVE DATE, TERM AND CONDITIONS.** This Agreement shall be effective as of the Effective Date and shall remain in effect until (i) the 5-year (five-year) anniversary of the Effective Date (the “Term”) or (ii) until the Agreement is terminated as set forth below. The parties may extend the Term for successive 1-year (one-year) periods upon mutual written agreement, or otherwise as the parties may agree in writing.

3. **COMPENSATION.** Compensation for the Consulting Services provided to District pursuant to this Agreement shall be as set forth in this Section 3. All fees and expenses are contingent on the success of the election with exception to Continuing Disclosure Services. Fees for Financial Planning Services, Continuing Disclosure Services, and ADTR Services shall be paid from the District’s general fund or other allowable sources. Fees for Financial Advisory Services shall be paid out of proceeds received by the District resulting from the sale of Bonds.

a. Fees.

i. For Financial Planning Services, District shall pay to Advisor a fee of Twenty Five Thousand Dollars (\$25,000) payable upon the closing of the first series of Bonds.

ii. For Financial Advisory Services, District shall pay to Advisor a fee of Sixty-Five Thousand Dollars (\$65,000) for each series of Bonds sold, payable upon the closing of each series of Bonds (including, without limitation, the first).

iii. For Continuing Disclosure Services, should District utilize this service, shall pay an annual fee of Three Thousand Dollars (\$3,000) for the filing of customary continuing disclosure documents for each year of the Term existing after a closing of a series of GO Bonds.

iv. For Annual Debt Transparency Report (“ADTR”) services, the District shall pay an annual fee of Two Hundred Fifty Dollars (\$250) per report filing, for the documentation and filing of the requirements pursuant to SB 1029, which requires individual filings for each debt issuance to be completed by January 31st of each year.

b. Expenses.

i. District shall reimburse Advisor for out-of-pocket expenses incurred by Advisor in the course of performance of Consulting Services at the actual cost of such expenses, which are not to exceed \$2,500. Payment for any expenses pursuant to this Section 3(b) shall be made at the next following due date for payment of a fee pursuant to Section 3(a).

4. **COVENANTS.**

a. District.

i. Access to Personnel. District will cooperate with Advisor by providing opportunities to consult with District personnel as Advisor deems reasonably necessary to perform the Consulting Services.

ii. Information. District agrees to provide on a timely, diligent and accurate basis, and to the best extent possible, all necessary information reasonably requested by Advisor for the purpose of performing the Consulting Services.

iii. Additional Professional Services. District agrees to provide or authorize additional professional services (e.g., legal counsel, paying agent) as Advisor deems reasonably necessary to complete the Consulting Services and the Bond issuance.

iv. Further Assurances. District agrees to take such further actions as may be necessary or appropriate to effectuate, carry out and comply with all of the terms of this Agreement and the transactions contemplated hereby.

b. Advisor.

i. Compliance with Laws. Advisor shall, at all times, comply with all laws, rules and regulations related to the subject matter of this Agreement and to which Advisor is subject.

ii. Non-Discrimination. Advisor shall not discriminate on the basis of a person's actual or perceived race, religious cGuadalupe, color, national origin, ancestry, age, marital status, pregnancy, physical or mental disability, medical condition, genetic information, veteran status, gender, gender identity, gender expression, sex, or sexual orientation in employment or operation of its services.

5. **TERMINATION.**

a. This Agreement may be terminated prior to the conclusion of the Term as follows:

i. By either party upon the other party's material breach of any of its representations, warranties or obligations under this Agreement, provided that such breach is not cured within thirty (30) days of receipt of notice specifying the breach.

ii. At any time upon mutual written consent of the Parties.

b. Notwithstanding the foregoing, if District terminates this Agreement without cause ninety days (90) or fewer prior to the sale of a series of Bonds in connection with a Bond program with respect to which Advisor performed any Consulting Services, Advisor shall be entitled to receive (i) the full fee as set forth in Section 3 with respect to Financial Advisory Services provided for such Bond series. Such amounts shall be paid by District to Advisor upon District's receipt of proceeds resulting from the sale of such Bonds.

c. The District agrees that during the term and any subsequent terms of this contract that Isom Advisors, a Division of Urban Futures, Inc. shall be the sole financial advisor in relation to the sale of the Bonds, and that no additional financial advisors shall be hired by the District for the services described in this Agreement without the written consent of Isom Advisors, a Division of Urban Futures, Inc.

6. **LIMITATION OF LIABILITY.**

a. Advisor Liability. The parties agree that Advisor's officers, directors, agents and employees shall not be personally liable to District for any damages in connection

with this Agreement. Advisor shall be solely liable for any finally determined damages in connection with this Agreement for which Advisor is deemed liable.

b. Limitation of Advisor Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of Advisor, Advisor's liability to pay damages for any damages, losses and claims incurred by District, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees paid to Advisor under this Agreement. In addition, Advisor shall not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

c. District Liability. The parties agree that District's officers, directors, agents, and employees shall not be personally liable to Advisor for any damages in connection with this Agreement. District shall be solely liable for any finally determined damages in connection with this Agreement for which District is deemed liable.

d. Limitation of District Liability. Except to the extent finally determined to have resulted from the gross negligence, fraud or willful misconduct of District, District's liability to pay damages for any damages, losses and claims incurred by Advisor, regardless of the theory of liability asserted, is limited to no more than an amount equal to the total amount of fees to be paid to Advisor under this Agreement. In addition, District will not be liable in any event for lost profits, revenue or goodwill, or any other consequential, indirect, incidental, punitive, exemplary or special damages.

e. Survival of Liability. The provisions of this Section 6 shall survive the expiration or termination of this agreement.

7. PROFESSIONAL LIABILITY INSURANCE

Advisors will procure and maintain Professional liability insurance with the minimum limits of \$1,000,000 per occurrence. Professional liability coverage provided on a "claims made" basis shall be maintained for four years after expiration of the term (and any extensions) of this Agreement. In addition, the "retro" date must be on or before the date of this Agreement.

Advisors will furnish to District duly authenticated Certificates of Insurance and Endorsements evidencing maintenance of the insurance required under this Agreement and such other evidence of insurance as may be reasonably required by District from time to time. Insurance must be placed with insurers with a current A.M. Best Company Rating equivalent "A VII." Originals of the duly authenticated Certificates of Insurance and Endorsements shall be included with this Agreement.

Each insurance policy shall state or be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days (10 days for non-payment of premium)

prior written notice by U.S. mail has been given to the District. Notwithstanding any commitment on the part of the insurer to provide such notice to the District, failure of Advisors to provide separate notice of any intent to cancel any policy or change policy providers, or of any actual or potential cancellation, shall constitute a breach of contract for which District shall be entitled to full indemnification under the Agreement.

Maintenance of specified insurance coverage is a material element of this Agreement, and Advisors' failure to maintain or renew coverage or to provide evidence of renewal during the term of this Agreement may be treated as a material breach of contract by District.

8. **CONFIDENTIALITY OF INFORMATION.** It is mutually agreed that the Advisor shall regard all information received during the performance of services pursuant to this Agreement ("Confidential Information") as confidential and shall not disclose Confidential Information to any other person without prior consent of District. Confidential Information shall not include information that: (i) is, as of the time of its disclosure, or thereafter becomes, part of the public domain through a source other than Advisor; (ii) was known to Advisor as of the time of its disclosure; (iii) is independently developed by Advisor; or (iv) is subsequently learned from a third party not under a confidentiality obligation to District. In addition, Advisor shall be entitled to disclose Confidential Information to the extent such disclosure is requested by the order of a court of competent jurisdiction, administrative agency, or other governmental body, provided that Advisor shall provide prompt, advance notice thereof to enable District to seek a protective order or otherwise prevent such disclosure. The confidentiality obligations of Advisor shall survive the expiration or termination of this Agreement.

9. **ADDITIONAL MATTERS.**

a. **MSRB Rule G-10.**

i. Pursuant to Municipal Securities Rulemaking Board ("MSRB") Rule G-10, on Investor and Municipal Advisory Client Education and Protection, Municipal Advisors are required to provide certain written information to their municipal entity and obligated person clients which include the following: Urban Futures, Inc. is currently registered as a Municipal Advisor with the U.S. Securities and Exchange Commission and the Municipal Securities Rulemaking Board.

Within the MSRB website at www.msrb.org, the District may obtain the Municipal Advisory client brochure that is posted on the MSRB website. The brochure describes the protections that may be provided by the MSRB Rules along with how to file a complaint with financial regulatory authorities.

b. **MSRB Rule G-42; Duties of Non-Solicitor Municipal Advisors.**

i. Conflicts of Interest. Isom Advisors represents that in connection with the issuance of municipal securities, Isom Advisors may receive compensation from an Issuer or Obligated Person for services rendered, which compensation is contingent upon the successful closing of a transaction and/or is based on the size of a transaction. Consistent with the requirements of MSRB Rule G-42, Isom Advisors hereby discloses that such contingent and/or transactional compensation may present a potential conflict of interest regarding Isom Advisors' ability to provide unbiased advice to enter into such transaction.

It should be noted that other forms of compensation (i.e. hourly or fee based) may also present a potential conflict of interest regarding Isom Advisors' ability to provide advice regarding a municipal security transaction. These conflicts of interest (if ever applicable) would not impair Isom Advisors' ability to render unbiased and competent advice or to fulfill its fiduciary duty to the Issuer.

Isom Advisors serves a wide variety of other clients that may from time to time have interests that could have a direct or indirect impact on the interests of another Isom Advisors client. For example, Isom Advisors serves as municipal advisor to other municipal advisory clients and, in such cases, owes a regulatory duty to such other clients just as it does to District. These other clients may, from time to time and depending on the specific circumstances, have competing interests. In acting in the interests of its various clients, Isom Advisors could potentially face a conflict of interest arising from these competing client interests. Isom Advisors fulfills its regulatory duty and mitigates such conflicts through dealing honestly and with the utmost good faith with the District.

If Isom Advisors becomes aware of any additional potential or actual conflict of interest after this disclosure, Isom Advisors will disclose the detailed information in writing to the Issuer in a timely manner.

ii. Legal or Disciplinary Events. Isom Advisors does not have any legal events or disciplinary history on Isom Advisors' Form MA and Form MA-I, which includes information about any criminal actions, regulatory actions, investigations, terminations, judgments, liens, civil judicial actions, customer complaints, arbitrations and civil litigation. The Issuer may electronically access Isom Advisors' most recent Form MA and each most recent Form MA-I filed with the Commission at the following website:
www.sec.gov/edgar/searchedgar/companysearch.html.

There have been no material changes to a legal or disciplinary event disclosure on any Form MA or Form MA-I filed with the SEC. If any material legal or regulatory action is brought against Isom Advisors, we will provide complete disclosure to the Issuer in detail allowing the Issuer to evaluate Isom Advisors, its management and personnel.

c. Governing Law; Jurisdiction. It is expressly understood that this Agreement and all questions arising hereunder shall be construed according to the laws of the State of California, without giving effect to conflicts of law principles. All actions or proceedings arising directly or indirectly from this Agreement shall be litigated in courts

located within Sonoma County, California. The parties consent to the jurisdiction thereof and the parties further agree not to disturb such choice of forum.

d. Independent Contractor: Both parties hereto in the performance of this Agreement will be acting in an independent capacity and not as agents, employees, partners or joint ventures with one another. Neither the Advisors nor the Advisors' employees are employee of the District and are not entitled to any of the rights, benefits, or privileges of the District's employees, including but not limited to retirement, medical, unemployment, or workers' compensation insurance.

Neither the District nor its officers, agents or employees shall have any control over the conduct of the Advisors or any of the Advisors' employees except as herein set forth, and the Advisors expressly agrees not to represent that the Advisors or the Advisors' agents, servants, or employees are in any manner agents, servants or employees of the District, it being understood that the Advisors, its agents, servants, and employees are as to the District wholly independent Advisors and that the Advisors' obligations to the District are solely such as are prescribed by this Agreement.

e. Political Contributions: Isom Advisors may choose of its own free will to contribute time, money, or resources to political campaigns associated with the passage of a bond measure. Prior to signing this agreement, Advisor has not made, considered, or discussed a contribution to any campaign connected with the referenced bonds. This agreement does not obligate Advisor to contribute to any particular campaign or election. Advisor has in no way committed to or indicated a willingness to contribute time, money, or resources to any campaign, or to make any other contribution.

f. Conflicts of Interest: No officer or employee of District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Advisors warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Agreement.

g. Successors and Assigns. Except as otherwise provided herein, this Agreement shall not be assignable by either party without the express written consent of the other party hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

h. Attorneys' Fees. In the event of any action to enforce or interpret this Agreement, including without limitation the recovery of damages for its breach, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs.

Any judgment or order entered in such action shall contain a specific provision providing for the recovery of attorneys' fees and costs incurred in enforcing such judgment.

i. Amendments to Agreement. This Agreement may not be modified, amended or supplemented except by written instrument executed by all parties hereto.

j. Notice. All notices to be given by the parties hereto and other communications hereunder shall be in writing and shall be deemed effectively given: (i) upon personal delivery to the party to be notified; (ii) when sent by confirmed telex, electronic mail or facsimile if sent during normal business hours of the recipient, if not, then on the next business day; (iii) one (1) day after deposit with a nationally recognized overnight courier, specifying next day delivery, with written verification of receipt; or (iv) four days after deposit with a United States Post Office, first class postage prepaid and registered. All communications shall be sent as follows:

To Advisor:

Isom Advisors,
a Division of Urban Futures Inc.
1470 Maria Lane, Ste. 315
Walnut Creek, CA 94596
Attn.: Jonathan Isom, Managing Principal
Telephone: (925) 478-7450
E-mail: jon@isomadvisors.com

To District:

Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA 95401
Attn.: Anna Trunnell, Superintendent
Telephone: (707) 890-3800
E-mail: atrunnell@srcs.k12.ca.us

k. Severability. If one or more provisions of this Agreement are held to be unenforceable under applicable law, such provision shall be excluded from this Agreement and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.

l. Entire Agreement. This Agreement (including the Exhibits attached hereto) contains the entire understanding of the parties in respect of its subject matter and supersedes all prior agreements and understandings (oral or written) between the parties with respect to such subject matter. The Exhibits attached hereto constitute a part hereof as though set forth in full herein.

m. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the dates set forth below.

ADVISOR:

DISTRICT:

Isom Advisors,
A Division of Urban Futures Inc.

Santa Rosa City Schools

By: _____

By: _____

Name: Jonathan Isom
Title: Managing Principal

Name: Anna Trunnell
Title: Superintendent

Dated: _____, 2022

Dated: _____, 2022

EXHIBIT A

FINANCIAL PLANNING SERVICES

- Review District project list and assist District in preparing a capital and financing plan
- Analyze the assessed valuation of District, calculate bonding capacity, and perform financial analysis to determine possible bond proceeds
- Create an election timeline and financing timeline; coordinate same with bond counsel, District, and county
- Recommend proposed bond amount, issuance schedule, and projects to be funded by bond program
- Conduct public information program to assess the feasibility of a bond program in District including providing information
- Assist in the preparation of a bond election resolution including preparing ballot language and detailed bond project list
- Prepare tax rate statement and estimates of tax rates for bond program
- If needed, prepare ballot arguments and rebuttals

EXHIBIT B

FINANCIAL ADVISORY SERVICES

- Analyze the bond market to determine timing, credit enhancement requirements, structure, bond amount, legal documentation requirements, rating requirements, and method of sale
- Assist District, as needed, to assemble bond finance team members including bond counsel, paying agent, trustee, and underwriter
- Prepare timeline, distribution lists, and term sheets to manage financing
- Manage bond issuance process including the coordination with other finance team members (bond counsel, paying agent, trustee, and underwriter, if needed)
- Define the proposed structure including sizing, call provisions, amortization schedule, and phasing of debt service repayment
- Review legal documents including district and county resolutions, bond purchase agreements, Preliminary Official Statement, and Official Statement
- Prepare rating agency and insurer presentation; negotiate with analysts of same
- Assist in preparation and train District members for rating agency meetings
- Analyze tax base and recommend appropriate tax structure
- For competitive sale, review Notice of Sale and Bid Form, distribute bid documents to qualified underwriters and post bid documents, monitor and verify bids on day of sale, and coordinate award of winning bid
- For negotiated sale, discuss structure and tax rate objectives with underwriter, review proposed structure and scale and make recommendations as appropriate, review fees, and review final pricing
- Review closing documents including tax opinion, arbitrage certificate, and continuing disclosure certificate
- Prepare wrap up presentation booklets to summarize bond sale
- Manage pre-closing and closing
- Attend board meetings as needed to explain bond sale, legal documents, and pricing summary

EXHIBIT C

CONTINUING DISCLOSURE SERVICES

- Annually review District's Continuing Disclosure requirements
- Submit to Municipal Securities Rulemaking Board the necessary filings and documentation in order to remain compliant with Continuing Disclosure requirements

EXHIBIT D

ANNUAL DEBT TRANSPARENCY REPORT ("ADTR") SERVICES

- Review ongoing District's Annual Debt Transparency Report ("ADTR") requirements.
- Submit to CDIAC the necessary filings and documentation to remain compliant with SB 1029 including the ADTR by Jan 31st of each year.



**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 KTR Facilities Consulting, Inc., hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: _____

Approved at Site by*: _____ Date: _____

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

Departmental Approval:** Michael Braff, Director of Facilities Date: _____

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

Contract Created by: _____ **Phone #:** _____

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1, 2022____ **Proposed Contract End Date:** August 31, 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: _____
Fiscal Services Authorizer

Date: _____
LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District shall contract with KTR Facilities Consulting, Inc. for services relative to facilities assistance.

(b) CONTRACTOR's Responsibilities and Duties:

KTR Facilities Consulting, Inc. will provide services both on and off-site as may be required and directed by the Director of Facilities.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on – July 1, 2022, and will continue through August 31, 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 Thirty-five Thousand Dollars (\$35,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Shall bill bi-monthly by providing detailed invoice indicating hours worked.

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]

N/A

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave.

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: KTR Facilities Consulting, Inc.

Street: 705 E. Bidwell Street, #2-336

City/State/Zip: Folsom, CA 95630

Phone: 916-370-0392

Email: ktrfacilitiesconsulting@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 1st DAY OF July, 2022.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature:  _____

Print Name: Erin Brose

mmartin@srcs.k12.ca.us

Email: ktrfacilitiesconsulting@gmail.com

707-890-3800 x80201

Phone: 916-370-0392



KTR Facilities Consulting, Inc.

705 E. Bidwell Street
Suite 2-336
Folsom, Ca 95630

Phone: 916-370-0352
Phone: 916-370-0392
ktrfacilitiesconsulting@gmail.com

PROPOSAL

June 30, 2022

Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95405

Thank you for the opportunity to provide this proposal for Facility Services to the Santa Rosa City Schools, Facility Department. KTR will provide assistance in all matters in the Facilities Department, at the direction of the Director of Facilities.

The work will be performed on an hourly basis at \$100/hour.

The service period will be from July 01, 2022 to August 31, 2022

This proposal will not exceed: **\$35,000.00**



KTR Facilities Consulting Services

Santa Rosa City School District

KTR is a women owned business



**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 PBK Architects, hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: _____

Approved at Site by*: _____ Date: _____

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

Departmental Approval:** Michael Braff, Director of Facilities Date: _____

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

Contract Created by: _____ **Phone #:** _____

Name of SRCS employee AND dept. or school site

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

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

Verified by: _____
Fiscal Services Authorizer

Date: _____
LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide architect all data and background information as necessary for the design of roofing repairs to 3 sites. Brook Hill ES, Santa Rosa HS Phase 3, CCLA.

(b) CONTRACTOR's Responsibilities and Duties:

Architect will provide design documents, agency approvals and administration throughout project.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2022, and will continue through December 31, 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 Fifteen Thousand Dollars (\$15,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Net 30

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]

N/A

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave.

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: PBK Architects

Street: 2520 Venture Oaks Way, #440

City/State/Zip: El Dorado Hills, CA 95762

Phone: 916-682-9494

Email:

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 1st DAY OF July, 2022.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Print Name: _____

Title: _____

mmartin@srcs.k12.ca.us

Email: _____

707-890-3800 x80201

Phone: _____

2600 Tenth Street, Suite 700
Berkeley, California 94710
Phone: 510-450-1999
BEAMProf.com

June 16, 2022



Mr. Michael Braff
Director of Facilities
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

**Re: Fee Proposal – 2022 Roofing Consultant Services
Temporary Roof Repairs at 3 Campuses**

Dear Mr. Jobson:

Thank you for allowing BEAM Professionals the opportunity to assist Santa Rosa City Schools (SRCS) with roofing consultant services, comprehensive roof asset management survey, complete site investigations, bidding documents, construction quality assurance. Based on our understanding of your needs, objectives and timing, and initial research and investigation, we submit the following proposal for your review and consideration.

Roof Inspection / “Scope of Work” Evaluation:

This phase BEAM will work in concert with Santa Rosa City Schools, to provide the necessary information required to develop a proper “scope of work” to ensure a cost effective, temporary repairs at existing roof areas. During this phase we will identify current defects in existing roof system that is cause moisture damage with in the occupied space. A roof area diagram and summarized report of our findings will be provided at the end of this phase.

The general scope of services to be performed under this Phase:

- Coordinate with site personnel to identify any breaches with in moisture barrier.
- Exterior, visual examination of all roof-related membrane to identify leaks and temporary repair.
- Aerial roof plan with the location of all rooftop penetrations and projections identified.
- Roof diagram with site-specific reports prepared for each facility to include a description of the existing conditions observed and recommended work scope.

Bidding:

This phase BEAM will work in concert with Santa Rosa City Schools, to utilize site reports to ascertain bids from qualified CUPCCAA contractors to perform the work in the during the 2022 summer break.

The general scope of services to be performed under this Phase:

- Manage pre-proposal and proposal conference.
- Manage in the evaluation and selection of contractor.

Construction Administration / Project “Close-Out”:

This phase is intended to provide assistance and oversite of the work performed during the course of repairs. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and performance of specified roof system.

The general scope of services to be performed under this Phase:

- Manage pre-installation meeting

- Manage relevant job-site meetings
- Manage final inspection and project close-out

Construction Quality Assurance:

This phase is intended to provide periodic quality assurance site visits that are overseen by Registered Roof Observer during the course of construction. Performance under this phase provides extra insurance for specification compliance, quality workmanship, and performance of specified roof system.

The general scope of services to be performed under this Phase:

- Perform periodic quality assurance inspections during roof related applications
 - Roof system installation

I. COMPENSATION

BEAM Professionals proposes to do these projects for fixed fee based on total estimated roof scope of work to be performed at all three sites for a grand total fee of \$15,000.00:

<u>Site</u>	<u>Cost</u>
Brook Hill ES – Temporary Repair Consulting	5,000
Santa Rosa HS Phase 3 – Temporary Repair Consulting	5,000
CCLA – Temporary Repair Consulting	5,000

Total \$15,000

Michael Braff (B)

II. WORKING ASSUMPTIONS & CLARIFICATIONS

1. BEAM does not assume responsibility or liability for asbestos consulting and/or abatement services, which are the sole responsibility of the Client/Owner. BEAM will assist SRCS with required coordination efforts with regard to re-roofing when impacted by asbestos consulting and/or abatement service needs.
2. Upon request, BEAM will provide recommendations for a local, third-party Testing Lab Consultant to perform IAQ and Mold Testing, Asbestos Surveys, Ground Penetrating Radar, Environmental Studies, and Abatement services, as required.

III. REIMURSABLES

1. The fees quoted above do not include the costs for the production of the final assessment report or for presentation-related materials (if applicable), such as printing, binding, shipping and/or delivery fees.
2. Eligible reimbursable expenses for report printing and/or presentation-related expenses referenced above will be billed on a monthly basis for actual expenses incurred during the prior month and will include associated/back-up receipts.
3. There will be 10% mark-up on reimbursable expenses.

IV. PROFESSIONAL FEES FOR ADDITIONAL SERVICES

There will be no fees for additional services incurred or billed without prior written authorization from Santa Rosa City Schools.

Thank you once again for considering BEAM to assist with your roofing consultant needs. Our team stands poised and ready to roll up our sleeves to assist SRCS with this significant and high-priority project. In the interim, if you have any questions or would like to further discuss, please do not hesitate to contact me at (510) 613-4609.

Sincerely,



Shawn LeCrone, RRC, RRO, REWO, CD, IIBEC
President





SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

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

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 07 - 0500 - 0 - 1140 - 1000 - 8800 - 127 - 8114

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: 950

Approved at Site by*: [Signature] Date: 6/21/2022

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

Contract Created by: Phone #:

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 8/11/2022 Proposed Contract End Date: 6/2/2023

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:

(b) CONTRACTOR's Responsibilities and Duties:

Scope of Work: The National Academy of Athletics will provide Supervised Lunchtime Sports Activities to the students of CCLA. Each child will be able to participate in sports, athletic or cooperative games and challenges.

Using the NAofA Talk – Teach – Play system, the goal is to help them fall in love with being active, learn to play together while developing hand-eye coordination, sport skills and confidence.

Provided: NAofA will provide fingerprinted, certified staff, curriculum and all necessary equipment to operate safe, engaging youth sports, playground games and other fun activities.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 30, 2022, and will continue through June 2, 2023, 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 18,000 Dollars (\$18,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The National Academy of Athletics will run a bi-weekly (Tuesday & Thursday) 2-hour supervised lunchtime activity program from 11:15am – 1:15pm. Students will be able to participate in structured sport games and activities upon finishing their lunch.

Program activities will include sports and playground games such as soccer, basketball, dodgeball, capture the flag and obstacle races.

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

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

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: National Academy of Athletics

Street: 1260 N. Dutton Ave Suite 243 B

City/State/Zip: Santa Rosa, CA 95401

Phone: (707) 527 - 2071

Email: office@naofa.us

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

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

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

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

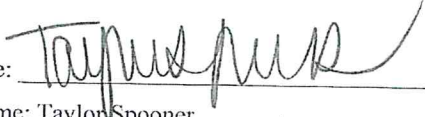
25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

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

DISTRICT

Signature: _____
Rick Edson
Deputy Superintendent
mmartin@srcs.k12.ca.us
707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature:  _____
Print Name: Taylor Spooner
Title: Office Manager/Sonoma County Area Captain
Email: office@naofa.us
Phone: (707) 527 - 2071



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 Alek Cordeiro, 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: 07 - 0500-0-1140-1000-5800-127-5114

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

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

Contract is: New [checked] Renewal Addendum Amendment

Number of Individuals Served: 950

Approved at Site by*: Karolina P. Sage Date: 6/22/2022
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Phone #:

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 8/11/2022 Proposed Contract End Date: 6/2/2023

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:

(b) CONTRACTOR's Responsibilities and Duties:

Alek Cordeiro will provide additional social and emotional support to our students during lunch recess. This programs will be here Mondays and Fridays for three hours starting August 11, 2022 to June 2, 2023.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 11, 2022, and will continue through June 2, 2023, 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 eight thousand and seven hundred fifty Dollars (\$8750 _____). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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

Helping kids social emotional needs by playing an inclusive sport to be competitive and have fun while learning and being coachable.

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

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Name: Alek Cordeiro
Street: 79 William Street Unit O
City/State/Zip: Cotati, CA, 94931
Phone 408-500-5708
Email: portuguesefootballacademy@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 21 DAY OF June 2022.

DISTRICT

Signature: _____


Anna Trunnell

Superintendent

mmartin@srgs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature:  _____

Print Name: Alek Cordeiro

Title: Soccer Coach

Email: portugueseftbolacademy@gmail.com

Phone: 408-500-5708



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 Machele Porter, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0500-0-1140-1000-5800-109-L125

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

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

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

Number of Individuals Served: 40

Approved at Site by*: [Signature] Date: 06/21/2022

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: [] Date:

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Karla Kinder-Rippin, Proctor Terrace Elementary School Phone #: 707-890-3950
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August, 2022 Proposed Contract End Date: May, 2023

Requisition #: R23-00410

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:

To pay the contractor.

(b) CONTRACTOR's Responsibilities and Duties:

PlusONE Leadership will:

- Provide all content and/or materials for contract
- Facilitate all sessions
- Prepare for all coaching sessions
- Communicate with client throughout the contract to ensure client satisfaction with sessions
- Participate in planning conversations

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 9, 2022 and will continue through May 31, 2023 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 **eight thousand six hundred dollars and no cents (\$8,600.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Due upon receipt of invoice

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

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

1. Half Day with Staff: August 9th (8:00-11:00) In person

Mickey Porter will prepare a highly interactive half day based on an introduction and overview of the four subskills of Daring Leadership in Dare to Lead™. This would include time understanding the definition of a leader together ("A leader is anyone who is responsible for seeing the potential in people or processes and has the courage to develop that potential"); what are the four skill set for Daring leadership; a dive into vulnerability and how it is essential to daring leadership; an overview of the arena metaphor - who are the people in the "arena" with us when we do the hard stuff, and whose voices are we listening to; exploration of our values and what "living into them" looks like in our lives and leadership. Included in this are workbook excerpts from the official DtL™ curriculum and videos of Brené Brown teaching some of the concepts (only available to be seen if shared by a DtL™ trainer). It would be a highly reflective and interactive day, with lots of team building throughout.

2. Continued Content: throughout the school year; in person; 1.5 hour chunks of time Mickey Porter will continue this work in staff meetings. We would continue to investigate the four skill sets of DtL™ together. The remaining 2 are: BRAVING Trust and Rising Strong. Unpacking the elements of trust through the BRAVING acronym is a really great tool for continued team building and understanding of what are the essential elements of trust for ourselves and our teams. Rising Strong presents a process for how to "get back up" when we try something and fall, and how to quickly realize how the stories we tell ourselves about a situation actually need to be checked out for accuracy. I can do this either remotely or in person if that works.

3. Implementation Coaching: Mickey Porter will work with the Instructional Leadership team throughout the school year so we can talk about how PTES is integrating the DtL work into the culture and leadership practices of the school. This includes "on call" support for the administrator or our team as well.

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
707-890-3800 x80201
mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Machele Porter
Street: 1875 Sea Way (Mailing: PO Box 908)
City/State/Zip: Bodega Bay, CA 94923
Phone: 707-292-0953
Email: mickey@plusoneleadership.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 August 1, 2022.

DISTRICT

Signature: _____

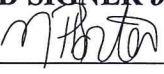
Anna Trunnell

Superintendent

mmartin@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: 

Print Name: Machele L Porter

Title: Creator/CEO

Email: mickey@plusoneleadership.com

Phone: 707-292-0953