



**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 Support Our Students (SOS) Community Counseling, hereinafter referred to as “CONTRACTOR”.

SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-9050-0-1589-3110-5800-396-5198 \$10,000
01-9052-0-1589-3110-5800-396-5198 \$20,000

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Any SRCS Staff who need mental health support

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

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

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

Proposed Contract Start Date: July 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 (if working with the students)
Funding Source/Funding Category verified: YES NO **Board Approval Date:** _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

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

(b) CONTRACTOR's Responsibilities and Duties:

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

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 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 TWENTY NINE THOUSAND DOLLARS, (\$29,000) shall pay CONTRACTOR according to the following terms and conditions:

Contractor will invoice the district on a monthly basis for services provided. Invoices will include initials of staff who receive services, dates, and locations of services. This program expects to provide services to as many as 25 staff members up to 12 sessions at \$100 per session (Maximum of \$29,000). Contractor will administer a "sliding scale" co-pay that has \$10, \$15 and \$20 amounts.

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

This contract is being entered into in order to address staff mental health throughout Santa Rosa City Schools. The expected outcome of mental health services is improved mental health of the people who participate. The program will provide up to 25 staff members up to 12 sessions each.

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

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

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

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

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

Provides safe and inviting facilities with current technology.

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

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

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and

recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

10. Indemnification:

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

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

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

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

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

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

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

(2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies

had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
707-890-3800 x80201
mmartin@srcs.k12.ca.us

CONTRACTOR:

SOS Community Counseling
319 South E Street
Santa Rosa Ca 95404
707-284-3444
bennis@soscounseling.org

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

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

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

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


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

THIS CONTRACT IS ENTERED INTO THIS _____ DAY OF _____, 22

DISTRICT

By: _____
Signature
Anna Trunnell
Typed Name
Superintendent

CONTRACTOR

By: 
Signature
Becky Ennis
Typed Name
Executive Director

Title
 707-890-3800 x80205
 Telephone Number

Title
 707-694-5391
 Telephone Number

Appendix A Survey

Client- Counselor Feedback Form

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

You do not need to identify yourself.

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

About the working relationship with your counselor:

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

About the results of working with your counselor:

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

Overall Satisfaction:

	Strongly Satisfied	Somewhat Satisfied	No Strong Feeling	Somewhat Dissatisfied	Strongly Dissatisfied	Comments
My overall level of satisfaction with the						

service provided by my counselor is:						
--------------------------------------	--	--	--	--	--	--

Other Comments

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

ADDENDUM TO CONTRACT

Between

Maria Elena Cabrera Consulting

And

Santa Rosa City Schools

This addendum to the original contract with Maria Elena Cabrera approved on January 26th, 2022 to provide consulting services for District State & Federal Programs.

A portion of the fee (\$2,000) is to cover cost for shared resources related to State and Federal responsibilities such as the LCAP federal addendum, Categorical Programs and the upcoming Federal Program Review. The rest will be for consulting.

The contract, under Item 3. The initial \$10,000 is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$15,000 dollars. This is an increase of \$5,000.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written 8/30/2022

Contractor's Name

By: M. Elena Cabrera

Name: Elena Cabrera

Date: 08/30/2022

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Dr. Roderick Castro
Assistant Superintendent, Educational Services

Date: 08/30/2022



**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 SUNBELT STAFFING , LLC, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01 -6537 -0 - 5760-3140-5800-198/298-5198 (50% 198; 50% 298)

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: SPECIAL EDUCATION STUDENTS DISTRICTWIDE

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Sonya Randrup, Special Services **Phone #:** 707-890-3800, x80802
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: AUGUST 15, 2022 **Proposed Contract End Date:** JUNE 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:** _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide tools and equipment, for therapy and day to day work with students. Guidance will be provided by licensed district occupational therapist. Agency will be responsible for any district equipment and or therapist tools not returned or damaged. Final payment may be withheld pending closing of account.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide direct OT services, perform additional support as directed by licensed district OT; work collaboratively with director, principals, teachers/school staff and parents.

Complete Medi-Cal billing per training by Paradigm or district personnel.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on March 14, 2022, and will continue through June 3, 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 one hundred seventeen thousand five hundred seventy-five Dollars (\$117,575). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

$(35 \text{ hrs/wk}) \times \$85/\text{hr for 37 weeks (22-23 SY)} = \$110,075$

Any overtime at \$127/hr; add \$7,500.

GRAND TOTAL: \$117,575

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?):

Contractor shall keep a log of activities including, but not limited to testing and observations conducted. Payment for any invoice may be withheld pending satisfactory receipt of this log.

Measurable metrics:

- Vendor to attend all IEP meetings as required
- Vendor to be prepared with reports while at all IEP meetings
- Satisfactory Attendance/Professional Etiquette, and
- Satisfactory evaluation by Special Services Administration

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

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

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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: Sunbelt Staffing, LLC

Street: 3687 Tampa Road, Suite 200

City/State/Zip: Oldsmar Fl 34677

Phone: 800-659-1522 (Brittany Riefler, 813-792-3458)

Email: (Brittany Riefler), Brittany.Riefler@sunbeltstaffing.com

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

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

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

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

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

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

DISTRICT

Signature: _____

Anna Trunnell

Superintendent

mmartin@srs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER or CONTRACTOR

Signature:  _____

Print Name: ~~Jena Zander~~ Elizabeth Reitmeyer

Title: ~~Director of Administration~~ Managing Director

Email: ~~jena.zander@sunbeltstaffing.com~~ elizabeth.reitmeyer@sunbeltstaffing.com

Phone: ~~813-792-3467~~ 3417



**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 Samantha Duran hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

xx 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 - 0000 - 0 - 1585 - 4200 - 5800 - 253 - 1053

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

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

Contract is: xx New Renewal Addendum Amendment

Number of Individuals Served: 150 students

Approved at Site by:** _____ Date: 9/6/22

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: _____ Kathy Hayes, EAHS Admin Asst. _____ **Phone**
#: 707 - 890-3810 Ext. 53101
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 9/15/22 **Proposed Contract End Date:** 9/18/22

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:

Interface with contractor prior to teaching days. Provide space and appropriate equipment for contractor on Friday, September 16th and Saturday, September 17th.

(b) CONTRACTOR's Responsibilities and Duties:

Teach color guard fundamentals to all Dance classes on Friday, September 16, 2022
Teach a special color guard session for interested students on Saturday, September 17, 2022
Provide training and support to Dance teacher regarding color guard curriculum and needed supplies.
Working with Dance teacher incorporate color guard choreography into dance and jazz units.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - ____09/16____, 2022_, and will continue through __09/23____, 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 __one thousand three hundred____ Dollars (\$_1300_). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

District will pay the contractor \$1300 following the completion of the contract.

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

The is a joint VAPA project between the Music and Dance departments. This is to start developing all the necessary components for a full band program at Elsie Allen High School. The long term intent is to develop this activity into a potential class at Elsie Allen High School.

Students will be able to perform a short routine by Day 2 and the Dance Teacher will have strategies and tools to continue the development of this activity for Elsie Allen High School.

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
x	Priority 2- Whole Person Focus
	Priority 3- High Quality Staff
x	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 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 :Samantha Marie Duran

Street: __ 431 W. 18th St.

City/State/Zip: __ San Pedro, CA 90731

Phone: __ (310) 480-5358

Email: _duransamantha015@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 _____, 202__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Superintendent

Print Name _Samantha Duran

Title: _____

mmartin@srcs.k12.ca.us

Email: _duransamantha015@gmail.com

707-890-3800 x80201

Phone:_(310) 480-5358

**MEMORANDUM OF UNDERSTANDING BETWEEN
ELSIE ALLEN HIGH SCHOOL
AND
NORTHERN CALIFORNIA CENTER FOR WELL-BEING**

This is a Memorandum of Understanding on the part of the Northern California Center for Well-Being, located at 101 Brookwood Ave, Santa Rosa, CA 95404 (hereinafter referred to respectively as the "NCCWB") and Santa Rosa School District, Elsie Allen High School located at 599 Bellevue Ave, Santa Rosa, CA 95407 (hereinafter referred to respectively as "EAHS". The NCCWB and EAHS shall be hereinafter jointly referred to as the "parties."

A. PURPOSE:

1. The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship to implement the Friday Night Live/Project TRUE program for the 2022-2023 school year.
2. Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another. However, the understandings contained herein may be incorporated into and made a part of a subsequent agreement executed between the respective EAHS and NCCWB in a form substantially similar to that which is attached hereto and hereby incorporated by reference as "Exhibit A" (hereinafter referred to as the "Agreement").

B. GENERAL UNDERSTANDING:

1. The FNL/ Project TRUE program will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by EAHS and the NCCWB.
2. The frequency of youth meetings for participation in the FNL/Project TRUE program will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. Either the NCCWB or EAHS may withdraw any student from the FNL/Project TRUE program for any other reason where either party reasonably believes that it is not in their best interest for the staff or school sites to continue. Such party shall provide the other party with immediate notice of the withdrawal and written reasons for the withdrawal.
3. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status in either the selection of students for participation in the FNL/Project TRUE program., or as to any aspect of the FNL/Project TRUE program.; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the effective participation in the FNL/Project TRUE program.

C. NCCWB RESPONSIBILITIES:

1. Appropriate fingerprint, TB clearances and required certifications must be obtained prior to commencement of services.
2. Entering into this contract certifies that any of Department of Resources employees that enter on campus are not registered sex offenders.

3. Our Agency will follow all district Distance Learning and COVID-19 requirements as stated by the district policies. Our Agency will communicate and collaborate with school administrators as questions and protocol change over the course of the school year.
4. Offer weekly youth leadership meetings to EAHS students to build knowledge and skills among students regarding decision making, healthy living, leadership development, working with elected officials, presentation development, local policy initiatives, critical thinking, and information regarding alcohol, tobacco, and other drugs.
5. Conduct periodic evaluation to determine the impact of the FNL/Project TRUE program to increase the level of knowledge regarding ATOD among the EAHS student body. These surveys may be conducted up to twice a year with the student body and results will be shared with school administrators. Data in aggregate may be shared with Center for Well-Being partners.
6. Generate a yearly report with FNL/Project TRUE outcomes and impact within the EAHS site.

D. EAHS RESPONSIBILITIES:

1. Identify administrators to support FNL/Project TRUE as well as a classroom to utilize for weekly meetings.
2. Coordinate with the NCCWB staff to implement FNL/Project TRUE for agreed-upon dates/times.

E. MUTUAL RESPONSIBILITIES:

1. The parties will work together to maintain an environment of quality learning experiences for the Institution's student(s), while at the same time enhancing the resources available to the NCCWB for the providing of care to its clients. At the request of either party, a meeting or conference will be held between NCCWB and EAHS representatives to resolve any problems or develop any improvements in the operation of the FNL/Project TRUE program.
2. This working relationship and affiliation shall be reviewed by the parties as is necessary or as appropriate. This Memorandum of Understanding may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice to the other party.
3. EAHS and the NCCWB acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any student participating in the FNL/Project TRUE program unless such loss, injury or damage results from the negligence or willful conduct of that party, its agents, officers or employees.
4. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any

party or person other than NCCWB and EAHS; without limiting the generality of the foregoing, no rights are intended to be created for any client, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.

5. Neither party is an agent, employee or servant of the other. EAHS and the NCCWB acknowledge and agree that site participants in the FNL/Project TRUE program are not employees of EAHS by reason of such participation, and that they assume no responsibilities as to participation that may be imposed upon an employer under any law, regulation or ordinance.
6. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of California.
7. This Memorandum of Understanding shall supersede any and all previously executed Memoranda of Understanding between the parties for applied learning experiences.

**AGREED TO BY:
SANTA ROSA CITY SCHOOLS**

Signature

Name

Title

Date

NORTHERN CALIFORNIA CENTER FOR WELL-BEING



Signature

Karissa Moreno

Name

Executive Director

Title

8/18/2022

Date

EXHIBIT A
EAHS AND NCCWB FNL/PROJECT TRUE AGREEMENT

As a grant-funded program funded by Friday Night Live, the California Tobacco Control Program, and Santa Rosa Violence Prevention Program CHOICE Cycle XI, the Northern California Center for Well-Being's FNL/Project TRUE program will offer the following services without fees to EAHS for the 2022-23 school year:

1. Offer weekly youth leadership meetings to EAHS students to build knowledge and skills among students regarding decision making, healthy living, leadership development, working with elected officials, presentation development, local policy initiatives, critical thinking, and information regarding alcohol, tobacco, and other drugs.
 - a. Additional trainings on mental health and suicide prevention may be offered to students as well.
2. Conduct periodic evaluation to determine the impact of the FNL/Project TRUE program to increase the level of knowledge regarding ATOD among the EAHS student body.
 - a. Data in aggregate may be shared with Center for Well-Being partners
3. Generate a yearly report with FNL/Project TRUE outcomes and impact within the EAHS site.



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 Steve Smith 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: 01-0000-0-3702-1000-5800-251-5151

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: PHS STEM Certificate Population

Approved at Site by*: [Signature] Date: 8/31/2022
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Kurt Kruger / Science / Piner High School Phone #: 707.481.5536

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Oct 1, 2022 Proposed Contract End Date: May 31, 2023

Requisition #: R23-01474

BUSINESS SERVICES USE ONLY

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide Steve Smith access to the SPARQ Center and SPARQ Observatory.

(b) CONTRACTOR's Responsibilities and Duties:

Continue with development and implementation of The SPARQ Observatory and SRG (SPARQ Research Group) including assistance in the following areas:

1. Student resource guide development for Astrophotography procedures including tutorials.
2. Continued systems calibration and documentation.
3. Systems implementation, integration, and documentation.
4. **SPARQ Research Group Development (SRG):** Astrophotography and Photometry projects to satisfy students STEM Certificate Level 2 & 3 projects

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on **Oct 1, 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 **nine thousand Dollars (\$9,000.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

150 hours @ \$60.00 per hour for a maximum total of \$9,000.00 from October 1st 2022 through May 30th 2023. Monthly itemized invoices will be provided by Mr. Smith.

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. Completion of Contractors Responsibilities and Duties as outlined above.
2. Greater student involvement in **SPARQ Research Group (SRG)**.
3. Greater number of Level 2 and 3 projects for our **STEM Symposium** in May 2023.
4. SPARQ Astrophotography/Photometry Student Resource guide update.

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

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

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

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

Provides safe and inviting facilities with current technology.

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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

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

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

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

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

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

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

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

DISTRICT:
Santa Rosa City Schools

211 Ridgway Ave
Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Steve Smith

Street: 421 Sheldon Street (NEW)

City/State/Zip Petaluma California 94952

Phone: 707.721.6174

Email: ssbeyond59@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 _____, 201__.

DISTRICT

Signature: _____

Anna Trunnell

Superintendent

mmartin@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER or CONTRACTOR

Signature: Steve Smith

Print Name: Steve Smith

Title: Independent Contractor

Email: ssbeyond59@gmail.com

Phone: 707.721.6174



STUDENT INTERNSHIP AGREEMENT 2022-2023

This Agreement, effective __8/10/2022_____, is made and entered into by and between Santa Rosa City Schools District (“District”) and the ___Grand Canyon University_____ (“University”).

ARTICLE 1: RECITALS

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

ARTICLE 2: DEFINITIONS

- 2.1 “Student” shall refer to a student validly enrolled at the University in a program which is approved by the Commission and which leads to an education, administrative services, or counseling credential.
- 2.2 “Supervising Employee” shall refer to an employee of the District holding a valid, clear teaching credential, pupil personnel services credential, or administrative services credential issued by the Commission who has three or more years of experience in their credentialed field of work.
- 2.3 “Student Internship” shall refer to the active participation by a Student in the duties and functions of classroom teaching, school counseling or administrative services under the direct supervision and instruction of one or more Supervising Employees.
- 2.4 “Student Internship Assignment” shall refer to 2022-2023 School Year of daily student teaching, counseling or administrative services or the equivalent, as determined by the University in collaboration with the District. Student Internship Assignments shall satisfy all Commission requirements.
- 2.5 “Honorarium” shall refer to the amount of _____dollars (\$____) that shall be paid directly to the Supervising Employee, in recognition of that full-time teacher, counselor or administrator’s

efforts beyond normal teaching, counseling or administrative duties in the course of supervision. Payment of an Honorarium by the University to the Supervising Employee will not render the Supervising Employee an employee or agent of the University. Nothing in this Agreement is intended by the parties to affect or change any term or condition of any collective bargaining agreement with respect to wages, compensation, or terms or conditions of employment, now extant or hereafter entered into between the District and its employee representatives.

ARTICLE 3: TERMS AND CONDITIONS

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

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

ARTICLE 4: GENERAL PROVISIONS

- 4.1 Term and Termination. This Agreement shall commence on the later of the two dates as follows: (i) the date on which the last signature appears on this Agreement; or (ii) the first day of the 2022-23 school year, and it shall continue in full force for one year, ending on the last day of the 2023-24 school year. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party; *provided, however*, all Students receiving Student Internship experience from the District as of the date of a termination notice or expiration of this Agreement shall be permitted to complete their Student Internship Assignments during the current school year.
- 4.2 Indemnification. The University shall indemnify, defend, protect, hold harmless, and release the District its officers, agents and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising out of the negligent acts or omissions in the performance by the University under this Agreement; except such Liability caused by the sole negligence or willful misconduct of the District. This indemnification obligation shall not be limited in any way, by any limitation, on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefits acts. The aforementioned indemnification shall survive the terms of this Agreement.

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

benefit acts, or other employee benefits acts. The aforementioned indemnification shall survive the terms of this Agreement.

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

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

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

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

4.4 Worker's Compensation. It is understood by each party that Students shall be considered District volunteers for purposes of Workers' Compensation only.

4.5 Venue. In the event of any dispute or litigation concerning or arising out of this Agreement, all parties agree to seek resolution of the dispute or litigation within Sonoma County and no other place.

4.6 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein.

4.7 Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.

4.8 Amendments. Amendments to this Agreement may be made at any time, *provided, however*, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the District and University.

4.9 Assignment. This Agreement shall not be assigned without the express written consent of the non-assigning party. A transfer of obligation under this Agreement by operation of the law shall require the affirmative assent of all parties, and the failure of a party to affirmatively consent shall act as a termination of this Agreement, subject to the right of Students to complete their respective Student Internship Assignments pursuant to section 4.1.

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

Grand Canyon University
ATTN: Deanne Kolzow

Teacher Placement Counselor
[Address] 3300 W. Camelback Road
Phoenix, AZ 85017

[Phone] (602)639-7164

Santa Rosa City Schools District

ATTN:

Associate Superintendent

211 Ridgway Ave, Santa Rosa, CA 95401

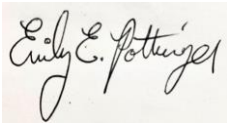
Office (707) 890-3800 x80201

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

AGREED:

Grand Canyon UNIVERSITY

SANTA ROSA CITY SCHOOL DISTRICT



By: Dr. Emily Pottinger
Associate Dean-College of Education

By: _____

SUPERINTENDENT

Date: 8/10/22_____

Date: _____

COUNSELING FIELD EXPERIENCE AGREEMENT
Santa Rosa City Schools District and Sonoma State University

This Agreement, effective July 1, 2022, is made and entered into by and between Santa Rosa City Schools (District) and Sonoma State University (University).

ARTICLE 1: RECITALS

- 1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.
- 1.2 An agreement by a school district to provide school counseling and practicum experience to students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (“Commission”) is not inconsistent with the purposes for which school districts are established.

ARTICLE 2: DEFINITIONS

- 2.1 “Student” shall refer to a student validly enrolled at the University in a program which is approved by the Commission and which leads to an education credential.
- 2.2 “Field Experience Supervisor” shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District who has three or more years of experience as a school counselor.
- 2.3 “Field Experience” shall refer to the participation by a Student in the duties and functions of a school counselor under the direct supervision and instruction of one or more Field Experience Supervisors.
- 2.4 “Field Experience Assignment” shall consist of between 200 and 600 hours of Field Experience, depending upon the specific program requirements of the Student’s program.

ARTICLE 3: TERMS AND CONDITIONS

- 3.1 The District shall provide Students with Field Experience in schools and classes of the District under the direct supervision and instruction of a Supervising Field Experience Supervisor.
- 3.2 Before a Student is assigned to the District for placement in a Field Experience Assignment the University shall instruct such Student on applicable state and federal law regarding unlawful discrimination, to include sexual harassment, and mandated reporting of child abuse.

- 3.3 Sonoma State University will follow District protocol for the placement of Field Experience students and will make initial contact at the district level to coordinate the placement of Field Experience students with the Assistant Superintendent, Curriculum and Instruction (K-6) or the Assistant Superintendent, Curriculum and Instruction (7-12).
- 3.4 District Right of Refusal. The District may refuse to accept, or may terminate, any student assigned to the District for Field Experience. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.
- 3.5 University Right of Refusal. The University may terminate any student assigned to the District for Field Experience.
- 3.6 Fingerprint Clause. The University shall provide a Certificate of Clearance from the Commission to the District for each Student prior to commencement of the Field Experience assignment.
- 3.7 Tuberculosis Test. The District requires a negative TB test be on file at the District office for each student. Expense for the TB Test shall be at no cost to the District.
- 3.8 COVID-19. The District is aware and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines and applicable governmental directives are modified, changed or updated, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

ARTICLE 4: GENERAL PROVISIONS

- 4.1 Term. This Agreement shall commence upon effective date, and shall continue in full force for one (1) year. Either party may terminate this Agreement, without cause, upon thirty (30) days notice to the other party. Provided, however, all Students receiving Field Experience assignments from the District as of the date of a termination notice or expiration of this Agreement shall be permitted to complete their Field Experience.
- 4.2 Indemnification.
- A. The District will save harmless and indemnify the University against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of injury to or death of persons or loss of or damage to property that is the proximate result of

negligent act or omission of District and/or its officers, agents and/or employees in connection with its and their performance of the terms of this Agreement.

- B. The University will save harmless and indemnify the District against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of injury to or death of persons or loss of or damage to property that is the proximate result of negligent act or omission of University and/or its officers and/or its agents and/or employees in connection with its and their performance of the terms of this Agreement.

4.3 Insurance. The parties shall maintain insurance in full force and effect, at their own expense and written by carriers acceptable to the other, or a comparable program of insurance as follows:

- A. Commercial General Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$6,000,000 in the aggregate.
- B. Professional Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$6,000,000 in the aggregate.
- C. Employers Liability Insurance in the amount of \$2,000,000 per occurrence and \$6,000,000 in the aggregate.
- D. University provides (SAFECLIP) Student Academic Field Experience for Credit Liability Insurance Program for student. SAFECLIP provides general and professional liability coverage for students enrolled in service-learning course sections for which they receive academic credit.

If requested, evidence of such insurance coverage shall be provided to the other party upon execution of this Agreement.

4.4 Venue. In the event of any dispute or litigation concerning or arising out of this Agreement, all parties agree to seek resolution of the dispute or litigation within the venue of the California County in which the District is located,

4.5 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein.

4.6 Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.

4.7 Amendments. Amendments to this Agreement may be made at any time, provided, however, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the District and University authorized individuals.

4.8 Notices. All contract notices, demands given under this Agreement shall be in writing and sent to the authorized individuals named at the bottom of this Agreement. Notices will be effective upon receipt if delivered by personal or overnight delivery or facsimile, or effective three days after being placed in the United States mail, postage pre-paid.

Program Related Communications Contacts:

Adam Zagelbaum, Coordinator, School Counseling Program
Sonoma State University, School of Social Sciences, Counseling Department
P: 707.664.2266 F: 707.664.2038
E: Adam.zagelbaum@sonoma.edu

Cindy Deuel, Administrative Assistant
Santa Rosa City Schools
P: 707-890-3800 x 80201
Email: cdeuel@srcs.k12.ca.us

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

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

Sonoma State University

Santa Rosa City Schools

By _____
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