



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 MATTHEW BOWKER, 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: 01-9254-0-1399-1000-5800-254-5154

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ X Other: _____

For Billing (*if applicable*): ☐ Bill to: _____ MCHS Band Club _____ Billing frequency: _____

Contract is: X ☐ New ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served About 100 individuals

Approved at Site by*: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Date: 9/9/2022

Departmental Approval**: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: _____ Phone #: _____
Name of SRCS employee AND dept. or school site

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

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

1. Pay Contractor monthly after submission of hours to business office

(b) CONTRACTOR's Responsibilities and Duties:

1. Provide assistance to MCHS Jazz Band
2. Provide assistance to woodwind ensemble members throughout the school day
3. Technique, Musicianship, integrity coach

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

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One Thousand Dollars (\$1,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

1. Pay at the end of the month
2. Contractor receives \$35/hour up to \$1,000.00 per month
3. Not to exceed \$5,000.00 per semester

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. Formative and summative evaluations of students CONTRACTOR directly works with based on CMEA state and national standards
2. Contractor will engage with teaching practices and standards of excellence as outlined by music teacher on site (Bringedahl)
3. Students will receive highest quality private instruction on woodwinds in addition to their classroom education from CONTRACTOR

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

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

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

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

shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR,

CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: MATTHEW BOWKER

Street: 335 Chesterton Ave

City/State/Zip: Belmont, CA 94002

Phone: (650)430-4162

Email: matthewbowker11@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 10 DAY OF August, 2022.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Matthew Bowker

Print Name: MATTHEW BOWKER

Title: INDEPENDENT CONTRACTOR

mmartin@srcs.k12.ca.us

Email: matthewbowker11@gmail.com

707-890-3800 x80201

Phone: (650) 430-4162

Prepared For: Santa Rosa City Schools
Cook, Kelley

Date 09/13/2022

AE/AM KW3/KEB

Driver Name JALC4W167E7002865

Cust Unit ID

Unit # 2337BD

Year 2014

Make *Isuzu

Model NPR

Series Reg Cab

State CA

Customer# 449348

	Current Lease Values		Extended Lease Values	
	Amount	Percent	Amount	Percent
Base Lease Payment	1,032.38	--	540.61	--
Depreciation	914.54	2.7762	482.00	1.4632
Monthly Lease Charge	117.84	--	58.61	--
Ancillaries	0.00	--	0.00	--
Enterprise Enroll. Liability	0.00	--	0.00	--
Enterprise Enroll. Phys Dmg	0.00	--	0.00	--
Full Maint. Customer Price	0.00	--	0.00	--
Use Tax	95.50	9.2500	50.01	9.2500
Lease Parameters				
Months in Service	36	--	36	--
Delivered Price	32,942.53	--	32,942.53	--
Book Value	5,792.11	--	5,792.11	--
Book Value w/ Service Charge	6,192.11	--	6,192.11	--
Terminal Book Value	5,792.11	--	8.11	--
Service Charge	400.00	--	400.00	--
Terminal Book Value w/ Service Charge	6,192.11	--	408.11	--
Security Deposit	0.00	--	0.00	--
Total Contract Mileage	30000	--	40000	--
Annual Mileage	10000	--	10000	--
Total Lease Payment	1,127.88	--	590.62	--

Modification based on estimated annual mileage of 10,000

(Current market and vehicle conditions may also affect value of vehicle)

(Modification is Subject to Customer's Credit Approval)

ALL TAX AND LICENSE FEES TO BE BILLED TO LESSEE AS THEY OCCUR.

Lessee hereby authorizes this vehicle modification, agrees to lease the vehicle on the terms set forth herein and in the Master Equity Lease Agreement.

Lessee certifies that it intends that more than 50% of the uses of the vehicle is to be in a trade or business of the Lessee.

LESSEE Santa Rosa City Schools

BY **TITLE** **DATE**

Contract Start Date: 10/1/2022

Contract Expiration Date: 9/31/2023

ADDENDUM TO CONTRACT

Between

Momentum in Teaching

And

Santa Rosa City Schools

This addendum to the original contract with (Momentum in Teaching) originally approved on (6-22-22), to provide (Professional Development) to Albert Biella Elementary, Santa Rosa City Schools.

The contract, under Item 3. Compensation is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$19,680 dollars (\$). This is an increase of \$ 6,560.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written September 6, 2022.

Contractor's Name

By: Leslie Courtney

Name: Leslie Courtney

Date: 9/6/22

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Superintendent

Date: _____



**MOMENTUM
INTEACHING**
TEACHING BEYOND THE BOOK

Proposal

Date: 8/22/22
#658

To

Vihn Tran
Biella Elementary
211 Ridgeway Ave.
Santa Rosa, CA 95401
(707) 890-3800

Salesperson	Job	Payment Terms	Due Date
Leslie Courtney	Professional Development	Due upon services rendered	Within 2 week after invoiced

Date of Service	Description	Cost of Service	Line Total
9/21/22 9/22/22 9/23/22 12/8/22 12/9/22 2/15/22	Professional development to help support the CCSS through a Writing Workshop approach. Support will include <i>Laying the Groundwork</i> for Writing Workshop, lesson study, and grade level specific support of informational writing with new teachers.	\$1,900/presenter 1 presenter 6 days	\$11,400.00
(12 travel days)	3 round trip airfares (\$350) from Los Angeles, CA to Santa Rosa, CA including taxes, baggage fees, and airport transport costs (Uber \$50 x3 trips).	\$450/presenter	\$1,350.00
(12 travel days)	Hotel accommodations for 9 nights (1 room per presenter) including all fees and taxes.	\$350/room 1 room 9 nights	\$3,150.00
(12 travel days)	Mileage for 3 round trips from hotel and to/from contract site to airport. 100 miles per trip (IRS flat mileage rate of .72 per mile= \$72 plus rental car at \$225/day x 12 days.	Gas: \$216 Rental Car for 12 days: \$2,700	\$2,916.00
(12 travel days)	Food expenses for travel and presenting days at \$72/per presenter based on GSA per diem rate by zip code.	\$72/day per presenter 1 presenter for 12 days	\$864.00
		Total:	\$19,680.00

Make all checks payable to Momentum in Teaching, LLC

www.momentuminteaching.com | 6950 E. Goldcrest St., Long Beach, CA 90815 | (310) 963-2108



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 Kelli Richardson, Regina Rosenzweig, and Jocelyn Mitchelmore, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01 - 0500 - 0 - 1140 - 1000 - 5880 - 119 - L320 - \$25,000
 01 - 0500 - 0 - 1140 - 1000 - 5180 - 119 - L320 - \$14,250
 01 - 0200 - 0 - 1140 - 1000 - 5880 - 119 - EE03 - \$10,750

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

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

Contract is: X New ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: 20 teachers and 7 elementary site administrators

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Alisa Haley, Director Educational Services **Phone #:** (707) 890-3800
 Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Oct. 3, 2022 **Proposed Contract End Date:** June 30, 2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Ordering the Learning Guide training binder and website access through the National Training Center for staff and distribution of the training materials
Provide a classroom for demonstration portion of in person training
Provide a room for trainers and staff to meet after the in person demonstration
Provide substitutes for release of teachers to attend in person training.

SEE ATTACHED CONTRACT

(b) CONTRACTOR's Responsibilities and Duties:

Part 1 – Research and Theory

Total of 12 hours of online, synchronous training

Part 2

Total of 3 consecutive classroom demonstration days in person

Total of 3 hours online, synchronous follow-up training day

Participants will receive intense training in the Guided Language Acquisition Design model.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on Oct. 3, 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 Fifty Thousand Dollars (\$50,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment should be made payable to Jocelyn Mitchelmore as invoiced.

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?):

Staff will learn 8 focal effective strategies to support second language acquisition, brain research, cultural sensitivity and respect, classroom implications and applications. Strategies will be integrated with California State Standards/Common Core State Standards with a focus on English Learners. Students will be able to communicate effectively with their teachers and classmates, improve their academic language and reclassification rates will go up measured by the Summative English Language Proficiency Assessment for California (ELPAC) in the spring of 2023 and increase the number of students scoring at, Near or Above standard in reading by 5% as measured by SBAC test data.

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

	Board Strategic Priorities
X	Priority 1- Life Ready Learners
	Priority 2- Whole Person Focus
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.

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- (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.

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401
707-890-3800

mmartin@sres.k12.ca.us

CONTRACTOR:

Name: Jocelyn Mitchelmore

Street: 314 Cromwell Court, El Dorado Hills

City/State/Zip: El Dorado Hills, CA 95752
Phone: _ (916) 230-6980

Email: _ jmitchelmore@comcast.net

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: _____
Anna Trunnell

Superintendent _____

mmartin@srcs.k12.ca.us

707-890-3800 x80201

Signature: Jocelyn MITchelmores

Print Name: __Jocelyn Mitcelmore

Title: __trainer_____

Email: jmitchelmores@comcast.net

Phone: __ (916) 230-6980 _____

NorCal Teacher Trainers Service Contract

(In conjunction with Orange County Dept. of Education Project GLAD®)

District/School: Santa Rosa City Schools

Description:

Project GLAD® Research and Theory Online Workshop-12 hours online, synchronous

This workshop focuses on the GLAD Model, second language acquisition, brain research, cultural sensitivity and respect, classroom implications and applications. All strategies will be integrated with California State Standards/Common Core State Standards with a focus on English Learners. There is also a focus on Social-Emotional Learning integration. Teachers who attend this training are eligible to attend the in-person classroom demonstration for an added cost.

Number of participants: 30

Cost per participant: \$700

Dates: Oct. 3, 6, 10 and 13, 2022
3:00-6:00

Materials: District agrees to provide each participant with a Learning Guide for the Research and Theory Workshop. DISTRICT is responsible for ordering and purchasing the Learning Guide through the National Training Center 6-8 weeks prior to the Research and Theory Workshop.

Step 1- Verify training dates and trainers- please fill out form through link below.

https://docs.google.com/forms/d/e/1FAIpQLSfMQ77ptwrjX9qf-AkDNTJkBOzqUWcLqb39AVmAJ_3BDvE2Xg/viewform

Step 2- After verification then:

Go to <https://istore.ocde.us/>

Click on OCDE Project GLAD NTC Products. Click on OCDE Project GLAD Learning Guide (\$52). Add the desired number of learning guides to the cart (one per workshop participant only).

DISTRICT will also need to pay \$25 per teacher for website access/resources fee when ordering the Learning Guides. Click on GLAD Resources Fees and input the number of teachers attending the workshop. Teachers will have access to standards-based, integrated units of study through the OCDE Project GLAD® website. Follow prompts for purchase. If you need assistance, please call (714) 966-4156

The District is responsible for distribution of training materials to participants.

The District understands and acknowledges that the trainers have a proprietary interest in the materials provided. The District agrees to act in a manner to protect the trainers' proprietary interest in these materials. Upon request districts/schools are also asked to submit assessment data, which includes test results and or anecdotal records to the trainers.

After contract is approved, District will provide trainers with a list of participants and email information.

Project GLAD® Classroom Demonstration

This in-person classroom demonstration takes place over three consecutive days.

A fourth session will be delivered online in a synchronous manner.

In the morning, teachers observe the GLAD strategies in action, with a coach to guide the lessons. The trainers will need a minimum of 3 ½ hours per day, in order to present all of the strategies. The classroom will need ample wall space as well as adult chairs for participants. The maximum number of students in the demonstration class will be 20.

For the afternoon planning, the district/school will provide a room with tables and chairs for the participants, document camera and screen and a room with wall space for charts. The room should be large enough for physical distancing as recommended by health agencies.

RECORDING OF ANY PORTION OF THESE WORKSHOPS IS STRICTLY PROHIBITED.

Minimum number of participants: 20

Cost per participant: \$1,450

Dates: January 10-12, 2023 Classroom demo

January 26, 2023- 3:00-6:00 Session 4

Trainers: The trainers will be:

- **Kelli Richardson**, email : kelli9294@gmail.com
address: 10114 SW Copperleaf Lane, Tigard, OR 97224 phone: (707) 227-7442
- **Regina Rosenzweig**, email: reginar0711@gmail.com
address: 625 Rutgers Drive, Davis, CA 95616, phone: (530) 400-9606
- **Jocelyn Mitchelmore**, email: jmitchelmore@comcast.net
address: 1314 Cromwell Court, El Dorado Hills, CA 95752, phone: (916) 230-6980

Cost and Payment:

Research and Theory Online Workshop- \$21,000

Classroom Demonstration -\$29,000

Extra participants may be added for additional charge.

Estimated Total Contract cost: \$50,000

Please make check payable to Kelli Richardson.

- A. **Non-payment:** If payment is not received within 60 days, interest will be charged at a rate of 10% per annum until paid in full. In addition, if the matter is sent to a collection agency, it is agreed that the district will pay any and all collection costs and reasonable attorney's fees.

- B. **Cancellation Policy:** Notice of any cancellations **must be given in writing 30 days** prior to the first scheduled workshop. After that time, the district will still be charged the full amount.

- C. **Entire Agreement:** This contract contains the entire agreement of the parties. There are no warranties expressed or implied other than as set forth herein.

Name: _____ Title: _____

School/District: _____ Phone: _____

Address: _____

Authorized Signature: _____ Date: _____

GLAD trainer signature: *Kelli Richardson* Date: August 24, 2022

We must receive your confirmation before participants will be allowed to attend the workshop. Please print and fill out the information above. Return the entire form by email to Kelli Richardson at Kelli9294@gmail.com Thank you.

Revised June 2020

YouthTruth

STUDENT SURVEY

A NATIONAL NONPROFIT

Client Agreement & Registration: Sonoma County Schools

Student, Family, Staff Surveys

Academic Years 2021-22, 2022-23, 2023-24

This agreement between the YouthTruth, a project of the Center for Effective Philanthropy, Inc., ("CEP") and the client organization ("Client") confirms your participation and agreement to the below terms.

Organization Name: Santa Rosa City Schools

Main Contact Name: Dr. Roderick Castro

Main Contact Phone: 707-890-3800 x80301

Main Contact Title: Assistant Superintendent

Main Contact Email: rcastro@srcs.k12.ca.us

Billing Contact: Helen Miller

Billing Contact Phone: 707-890-3800 x80201

Billing Contact Email: hmiller@srcs.k12.ca.us

Billing Address: 211 Ridgway Ave., Santa Rosa, CA 95401

Total Annual Cost to district: \$6,100

Annual Survey Window: January

Cost Detail for Santa Rosa City Schools	Costs		Co-Funding Applied		District Balance
School Name	*Discounted YouthTruth Survey Instruments, additional topics, project management, customization, analysis and reporting	Other	Co-Funding: Cohort Participation	Sponsorship of Customization Fees & PD	
Lincoln Elementary	\$2,000		\$1,750		\$250
Biella Elementary	\$2,000		\$1,750		\$250
Brook Hill Elementary	\$2,000		\$1,750		\$250
Lehman Elementary	\$2,000		\$1,750		\$250
Hidden Valley Elementary	\$2,000		\$1,750		\$250
Monroe Elementary	\$2,000		\$1,750		\$250
Luther Burbank Elementary	\$2,000		\$1,750		\$250
Proctor Terrace Elementary	\$2,000		\$1,750		\$250
Cesar Chavez Language Academy (Grades 3-6)	\$2,000		\$1,750		\$250
Cesar Chavez Language Academy (Grades 7 & 8)	\$1,150		\$975		\$175
Santa Rosa Accelerated Charter	\$2,000		\$1,750		\$250
Santa Rosa French American Charter School	\$2,000		\$1,750		\$250
Santa Rosa Charter School for the Arts (Grades 3-6)	\$2,000		\$1,750		\$250
Santa Rosa Charter School for the Arts (Grades 7 & 8)	\$1,150		\$975		\$175
Steele Lane Elementary	\$2,000		\$1,750		\$250
Elsie Allen High School	\$2,250		\$2,000		\$250
Maria Carrillo High School	\$2,250		\$2,000		\$250
Montgomery High School	\$2,250		\$2,000		\$250
Piner High School	\$2,250		\$2,000		\$250
Santa Rosa High School	\$2,250		\$2,000		\$250
Ridgway High School	\$2,250		\$2,000		\$250
Rincon Valley Middle School	\$2,150		\$1,900		\$250
Santa Rosa Middle School	\$2,150		\$1,900		\$250
Comstock Middle School	\$2,150		\$1,900		\$250
Herbert Slater Middle School	\$2,150		\$1,900		\$250
Other Fees					
Professional Development Workshop (2/25/22)		\$7,500		-\$7,500	
Subtotals	\$50,400	\$0	\$44,300	\$0	\$6,100

Remaining Annual Balance to District

\$6,100

*\$200 per school, per year, multi-year agreement discount applied.

Parental Consent

Under applicable federal, state, and local laws, the client may be required to collect informed parental consent for students to participate. CEP presumptively assumes that this consent has been collected, if necessary, by the time of survey administration. YouthTruth has provided a sample parental consent letter (available to download at youthtruthsurvey.org/parentalconsent) that clients are welcome to edit for their own purposes.

Confidentiality

CEP will not reveal any survey data about, nor attribute any data to, the client's district/network or school(s) in any publication other than the YouthTruth reports provided to the client without the client's expressed permission. CEP will not report findings for subgroups comprised of less than five students in any YouthTruth reports, and will use all commercially reasonable efforts to protect the confidentiality of all individual student responses in YouthTruth reports and in any future research. CEP has a process in place to flag and communicate concerning comments to the client, and may disclose otherwise confidential responses where the responses contain allegations of abuse or explicit threats of harm to the student or others. CEP may cite your district/network and school(s) as YouthTruth Survey participants in its marketing materials, on its web site, and elsewhere.

Data Use by Clients

The client may use the YouthTruth findings in communications with internal and external audiences, make available representative portions of your YouthTruth report, quote from your report, or otherwise disclose your results. In doing so, the client agrees to cite CEP as having collected the data, produced the report, and maintained the confidentiality of individual respondents. The client is solely responsible for its use of the YouthTruth survey results, and any effects of such use. The client agrees that it has the right to provide staff contact information for CEP's use in administering the survey.

Data Use by YouthTruth

Subject to the rights of the client, students, and parents in survey data that comprise education records, CEP shall own all data collected or generated from the survey, all rights to the techniques and methodologies used to produce YouthTruth reports, and the copyright to all YouthTruth reports. CEP and its research partners may use the client's survey data in comparative datasets for products we may produce in future years or in research reports. CEP reserves the right to test a limited number of questions in our surveys.

Invoicing

The billing contact will be invoiced 30 days prior to survey administration, with payment due in full within 30 days. Invoices will be generated from and payment must be made to the Center for Effective Philanthropy.

Legal Obligation

CEP is obligated to respond to a properly issued and served subpoena or other legal process, including reporting allegations of abuse or neglect as cited in student comments, according to the laws governing the client's state. Unless CEP is not permitted by law to disclose the fact or content of the subpoena or legal process, CEP will provide the client with timely notice of any such proceedings. Furthermore, it is assumed that the client will inform CEP of all relevant client policies and laws related to administering the survey and analyzing and reporting survey data.

Modification and Liability

No waiver, modification or amendment of this letter of agreement shall be binding upon either party unless confirmed by a written instrument signed by both parties. This letter of agreement shall be governed by the laws of the Commonwealth of Massachusetts excluding its choice of law provisions. Each party submits to the exclusive jurisdiction of the state and federal courts sitting in the Commonwealth of Massachusetts in any action or proceeding arising out of or relating to this letter of agreement and waives any claim of inconvenient forum or other challenge to venue in any such court. If any portion of any provision of this letter of agreement is held invalid or unenforceable for any reason, the remainder of the provision shall be amended to achieve as closely as possible the original purpose of the provision and all other provisions shall continue in full force and effect. The client agrees that any liability that may arise under this agreement shall be limited in the aggregate to the amount actually paid to CEP for the services described in this agreement. CEP provides no express warranty with respect to such services and disclaims all implied warranties (including the warranties of merchantability and fitness for a particular purpose) to the fullest extent permitted by law.

Multi-Year and Pre-Post Surveying Discount

For multi-year packages a separate invoice will be sent thirty (30) days prior to each round of surveying, with payment due in full within thirty (30) days. For multi-year agreements, a multi-year package discount ("Multi-Year Discount") is applied. Such Multi-Year Discount is applicable only if the Client satisfies all requirements and responsibilities of the agreement, including, but not limited to, Client's participation in the entirety of the multi-year agreement term. If, for any reason, the client fails to fulfill its contractual requirements and responsibilities, or otherwise elects to discontinue participation in the multi-year agreement prior to the end of the agreement term, the Multi-Year Discount shall be reversed, the Client shall be subject to forfeiting any amount(s) received under the Multi-Year Discount, and the balance shall be invoiced, with payment due in full within thirty (30) days.

Participation with other Sonoma County Schools

By signing this agreement, the Client agrees that YouthTruth may share participating schools' identified and de-identified (with school names removed) findings in county-wide aggregate reports that are made available to Co-Funders. Only de-identified aggregate reports will be shared publicly. Open-ended comments will NOT be included in any aggregate reports.

Signed for The Center for Effective Philanthropy

X 

Jen Vorse Wilka
Executive Director, YouthTruth
Date: _____

Signed for Client Organization

X _____

Name: _____
Title: Superintendent
Date: _____



SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as “DISTRICT”, OR “BOARD” and The North Bay Organizing Project (NBOP), 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: n/a - - - - -

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: _____ Potentially 15,000 _____

Approved at Site by*: _____ Date: _____

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

Departmental Approval** : _____ Date: _____

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

Contract Created by: Kaesa Enemark, coordinator Phone #: 707-890-3800 x80412
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: September 29, 2022 Proposed Contract End Date: June 30, 2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS will:

- Offer the space for the club settings
- Provide a Restorative Specialist to guide the club and gatherings
- Provide photocopies for club business, and google docs for electronic storage of club business
- Support the collaboration of NBOP & SRCS via student clubs using the restorative process
- The site Administrator and the district office Coordinator of Student and Family Engagement may offer guidance to the club and listen to learnings from the club and input from the students

(b) CONTRACTOR's Responsibilities and Duties:

This MOU will establish a partnership between NBOP and SRCS for the ongoing effort to support and advocate for students by encouraging their engagement in student-led clubs and connection to the community.

The above goals will be accomplished by undertaking the following activities:

- Establishing clubs in collaboration with Restorative Specialist and Certificated Staff guided by the needs of its students, school community, and extended community.
- Support club's organizing body (Club Officers and Advisors) in preparation for club meetings.
- Engage student leaders in monthly Latinx Student Congress meetings for leadership development.
- Routinely attend club meetings to support its members create and accomplish objectives.
- Communicate with club Advisors to support the club's needs.
- Conduct meetings with club Advisors and Officers.
- Attend events/workshops/meetings/conferences hosted by the club.
- Engage students and club members in after school activities.
- Participate in activities founded in Restorative Practices. (ie. Restorative Circles, proactive activities, and outings)
- Promote community events and initiatives to engage students outside of the school setting through club participation and community service.
- Maintain a supportive working relationship with Restorative Specialists and SRCS.
- Communicate and collaborate with school administrators as questions and protocol change over the course of the school year and summer.
- Follow all SRCS policies regarding requirements for clearance for volunteers. NBOP volunteer, Manny Morales, will go through the SRCS Human Resources' Volunteer Management System (VMS)/ Be A Mentor, Inc. SRCS. (fingerprinting, mandated reporting training, & provide his own proof of TB clearance, etc.)

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on September 29, 2022, and will continue through June 30, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Dollars (\$ none). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

There is no fee to SRCS for this MOU.

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 metrics to be used to measure the effectiveness of services will be related to the Youth Truth Student Survey Data: Using the belonging theme question: "Do you feel like a real part of your school community?"

As benchmark metrics, the contractors and restorative specialists will lead their students in meaningful reflection on "Do you feel like a real part of your school community?"

Students can reflect & share out on this question in informal surveys or group circles at the onset of each gathering, and after a natural break such as after the completion of a club meeting, or activity. Adult leaders can find ways to collect these reflections as anecdotal evidence to be shared with the district coordinator overseeing the program or MOU.

Santa Rosa City Schools will review the Youth Truth Data, surveys are taken in January, and results are available in the spring.

The goal is that by the end of the contract, there is an increase of the favorable response rate by students to the Youth Truth survey question: "Do you feel like a real part of your school community?"

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by

CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT.

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@sres.k12.ca.us

CONTRACTOR:

Name: North Bay Organizing Project (NBOP)

Street: 1717 Yulupa Ave.

City/State/Zip: Santa Rosa, Ca. 95405

Phone: 707-843-7858

Email: info@northbayop.org

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

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive

contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

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

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

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

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Karym Sanchez

Anna Trunnel, Superintendent

Print Name: Karym Sanchez

mmartin@srcs.k12.ca.us

Title: Executive Director

707-890-3800 x80201

Email: ksanchez@northbayop.org

Phone: 707-843-7858



**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 Raizes Collective, 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: n/a - - - - -

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: _____ Potentially 15,000

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 9/19/22

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Kaesa Enemark Phone #: 707-890-3800 x80412
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: September 29, 2022 Proposed Contract End Date: June 30, 2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

1. SRCS will provide space for Raizes Collective to collaborate with the Restorative Practice Specialists at their respective campus for the 2022-2023 academic year.
2. SRCS will cover fingerprinting costs for all artists taking part in the collaboration between SRCS Restorative Practice program for the 2021-2022 academic year.
3. SRCS will provide access to photocopied materials, covering costs for all **SRCS and Raizes Partnership** promotional content.
4. SRCS will provide a representative(s) of the Restorative Practices program to coordinate with Raizes Collective during the planning process of all **SRCS and Raizes Partnership** programming.
5. The **SRCS and Raizes Partnership** program will be developed and implemented by representative(s) of SRCS and Raizes Collective coordinator.

(b) CONTRACTOR's Responsibilities and Duties:

1. Raizes Collective will provide art, cultural and environmental focused workshops to support SRCS Restorative Practice specialists within SRCS as requested by Restorative Practice Specialists.
2. Raizes Collective will build and maintain trust and excellent classroom relationships with students and teaching artists.
3. Raizes Collective will meet with Restorative Specialists and school representatives to coordinate scheduling of visits.
4. Raizes will provide the student body with the opportunity to join the First Warrior Hikes program - a Once a month hiking opportunity in Sonoma County Outdoor spaces, working with a SRCS representative to follow the SRCS protocols.
5. Raizes Collective will serve SRCS in by **Supporting students and teachers in Social Emotional development and multicultural learning through the arts.**
6. Raizes Collective will communicate and collaborate with school administrators as questions and protocol change over the course of the school year and summer.
7. Raizes Collective will follow all SRCS policies in regards to requirements for clearance. Raizes Collective artists working on SRCS campus will go through the SRCS Human Resources' Volunteer Management System (VMS)/ Be A Mentor, Inc. SRCS. (fingerprinting, mandated reporting training, etc)
8. Raizes Collective artists working on a SRCS campus will provide their own proof of TB clearance.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on September 29, 2022, and will continue through June 30, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Dollars (\$ none). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

There is no fee to SRCS for this MOU, unless a school site chooses to move forward with collaboration on a mural project. Schools can access community-based grants, or sites may access site funds or parent group funding, if they so choose.

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 metrics to be used to measure the effectiveness of services will be related to the Youth Truth Student Survey Data: Using the 'belonging' theme question: "Do you feel like a real part of your school community?"

As benchmark metrics, the contractors and restorative specialists will lead their students in meaningful reflection on "Do you feel like a real part of your school community?"

Students can reflect & share out on this question in informal surveys or group circles at the onset of each gathering, and after a natural break such as after the completion of a mural, after an outing, or at the final meeting of the club or group gathering. Adult leaders can find ways to collect and share these reflections as anecdotal evidence to be shared with the district coordinator overseeing the program or MOU.

Santa Rosa City Schools will review the Youth Truth Data, surveys are taken in January, and results are available in the spring.

The goal is that by the end of the contract, there is an increase of the favorable response rate by students to the Youth Truth survey question: "Do you feel like a real part of your school community?"

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

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

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

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

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

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

10. Indemnification:

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

not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

CONTRACTOR:

Name: Raizes Collective

Street: PO BOX 8606

Santa Rosa, CA 95401
707-890-3800
mmartin@srcs.k12.ca.us

City/State/Zip: Santa Rosa, Ca. 95407
Phone: 707-486-6300
Email: raizescollective@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: 

Print Name: Isabel Lopez

Superintendent

Title: Executive Director

mmartin@srcs.k12.ca.us

Email: raizescollective@gmail.com

707-890-3800 x80201

Phone: 707-486-6300

(—) Soundtrap® for Education

by Spotify

SOUNDTRAP FOR EDUCATION - Purchase Order Confirmation

SUPPLIER INFORMATION		
SUPPLIER ("Soundtrap")	Full Legal Name:	Spotify USA Inc
	Street Address:	4 World Trade Center 150 Greenwich Street, 62nd Floor New York, NY 10007 USA

CUSTOMER INFORMATION		
CUSTOMER ("Customer")	Full Legal Name:	CA
	Legal Address (including Street; City; State or Area; Postal Code; Country):	211 Ridgway Ave Santa Rosa, CA 95401 United States of America
	Subscription owner: (name, email)	
	Tax ID # (Optional):	
	Tax Exempt:	☐ Yes (please provide certificate) ☐ No
	Soundtrap Account No: (for renewal orders only)	

Purchase Order Required: ☐ Yes - PO# : _____ ☐ No		Payment terms: NET 30 days Payment method: ☐ Bank Transfer ☐ Check ☐ Other: _____	
Product Description	Subscription: Soundtrap for Education: 1,400 seats	USD 18,141.00	
Subscription Term: 36 months	Total (excluding taxes) Currency: USD	USD 18,141.00	

TERMS AND CONDITIONS

1. This Purchase Order Confirmation is subject to and incorporates by reference the **Soundtrap for Education Terms of Use**, available at <https://www.soundtrap.com/legal/terms/edu/us> (collectively, the “**Agreement**”).
2. For further information on how Soundtrap processes personal data, please visit our Education Privacy Policy, <https://www.soundtrap.com/legal/privacy/edu> and Trust Center, <https://www.soundtrap.com/legal/trust-center>
3. Except as indicated in this Purchase Order Confirmation, prices and fees are exclusive of, and Customer is responsible for, any federal, state, local or other taxes. Soundtrap may collect and remit sales tax on Customer’s purchase when legally required to do so, unless Customer provides a valid tax exempt certificate. Taxes Soundtrap collects, if any, will be listed separately on the invoice. Upon Soundtrap’s request, Customer will provide a certificate or other evidence documenting its tax-exempt status. Customer agrees to make all payments of fees free and clear of, and without reduction for, any withholding taxes.
4. Payment terms are **NET 30 days** from the invoice date. If payments are not received on the due date, Soundtrap reserves the right to charge late payment interest in accordance with applicable laws. Soundtrap also reserves the right to delay and/or suspend Customer’s access to the Service until full payment is received.
5. Any deviating or additional terms must be explicitly agreed in writing by Soundtrap. For the avoidance of doubt, if Customer issues a purchase order or similar document, it shall do so only for its own internal, administrative purposes and not with the intent to bind Soundtrap to any additional contractual terms that may be set forth on such documents (all of which are hereby deemed rejected and extraneous to the Agreement), and Soundtrap’s performance shall not amount to an acceptance by conduct of any terms set out or referred to in any such purchase order or similar document.
6. Invoices will be sent to the subscription owner registered to receive emails. Invoices will always be sent electronically (please note Soundtrap will not issue paper invoices).

* * *

By signing this Purchase Order Confirmation, each party represents and warrants that it has full power and authority to enter into the Purchase Order Confirmation.

SPOTIFY USA INC	CUSTOMER
By: <i>Alecia McCarthy</i>	By:
Print Name: Alecia McCarthy	Print Name:
Title: Manager, Soundtrap for Education	Title:
Date:	Date:



SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as “DISTRICT”, OR “BOARD” and KTR Facilities Consulting, Inc., hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

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

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

Contract is: ☐ New ☐ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: _____

Approved at Site by*: _____ Date: _____

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

Departmental Approval** : Director of Facilities Date: _____

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

Contract Created by: _____ Phone #: _____
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: October 1, 2022____ Proposed Contract End Date: October 31, 2022____

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

Verified by: _____
Fiscal Services Authorizer

Date: _____
LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District shall contract with KTR Facilities Consulting, Inc. for services relative to facilities assistance.

(b) CONTRACTOR's Responsibilities and Duties:

KTR Facilities Consulting, Inc. will provide services both on and off-site as may be required and directed by the Director of Facilities.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on – October 1, 2022, and will continue through October 31, 2022, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Seventeen Thousand Dollars (\$17,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Shall bill bi-monthly by providing invoice indicating hours worked.

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

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

N/A

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave.

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: KTR Facilities Consulting, Inc.

Street: 705 E. Bidwell Street, #2-336

City/State/Zip: Folsom, CA 95630

Phone: 916-370-0392

Email: ktrfacilitiesconsulting@gmail.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 1st DAY OF October, 2022.

DISTRICT

Signature: _____

Anna Trunnell

Superintendent

mmartin@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature:  _____

Print Name: Erin Brose

Email: ktrfacilitiesconsulting@gmail.com

Phone: 916-370-0392



Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
License Start Date: 08/01/2022
License End Date: 07/31/2023

Created Date: 09/21/2022
Quote Number: 00068075
Partner ID: 16515

Prepared By: Shelley Ghannam
Phone: 7072804895
Email: shelly.ghannam@nwea.org

Contact Name: Tim Zalunardo
Phone: 707-890-3800 x80302
Email: tzalunardo@srcs.k12.ca.us

Bill To Name: Santa Rosa City School District
Bill To Address: 211 Ridgway Avenue
Santa Rosa, CA 95401

Ship To Name: Santa Rosa City School District
Ship To Address: 211 Ridgway Ave
Santa Rosa, CA 95401-4320

Product	Sales Price	Quantity	Total Price
Virtual Applying Reports: Essential Reports for Teachers (2-hour session, up to 30 participants)	\$1,200.00	6	\$7,200.00

Quote Subtotal \$7,200.00
Estimated Tax \$0.00
Grand Total \$7,200.00

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

General. If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: _____

Printed Name: _____

Date: _____

Title: _____