



**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 M. Elena Cabrera, 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:** 30% 01-3010-0-1140-2700-5800-119-5197,  
70% 01-3010-0-140-2700-5800-249-5197

**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:** 1

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

**Departmental Approval\*\*:**  Date: 10/18/22  
\*\*Signature-DISTRICT (OR) DEPT.

**Contract Created by:** Kathy Frye, State & Federal Programs Phone #: 707-890-3880  
x 80420  
Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** 11/01/2022    **Proposed Contract End Date:** 06/30/2023

**Requisition #:** \_\_\_\_\_

**BUSINESS SERVICES USE ONLY**

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

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will set timelines with contractor for completion of services. District and/or contractor will communicate in writing the summary of verbally agreed upon deadlines.

(b) CONTRACTOR's Responsibilities and Duties:

Maria Elena Cabrera will provide mentorship, coaching and professional development to the State and Federal Programs Coordinator (TK-12) Kathy Frye to support district accountability and compliance in the area of State & Federal programs based upon the job responsibilities. DISTRICT will review topics to be reviewed and request additional topics as needed. Meetings will occur in-person or virtually via emails, phone calls or Zoom meetings. Coaching is not to be interpreted as legal advice and therefore any information contained in any and all forms or documents presented by M. Elena Cabrera at any time and at any place shall be reviewed at DISTRICT expense if necessary.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on November 1<sup>st</sup> +2022, and will continue through June 30<sup>th</sup>, 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 ten thousand Dollars (\$10,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment for work shall be made upon submission of invoice for services rendered and Santa Rosa City Schools' written approval of the work (which approval shall not be unreasonably withheld)

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]

The State & Federal Programs is able to deliver time sensitive reporting to the state and federal government for the federal monitoring program review, appropriate categorical expenditures, grant funding, and supplemental services to Santa Rosa City Schools unduplicated students.

The S & F Department effectively communicates to principals and other departmental administrators about matters related to the federal program monitoring, categorical funds and usage of funds, school site councils, SPSAs and more. Categorical programs such as migrant and Indian education, services to homeless and foster youth and extended learning opportunities programs provide ongoing supplemental resources and supports to students and their families.

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

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

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

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

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401  
707-890-3800 x80201  
[mmartin@sres.k12.ca.us](mailto:mmartin@sres.k12.ca.us)

**CONTRACTOR:**

Name: M. Elena Cabrera  
Street: 50 Iron Street, Suite 115  
City/State/Zip: Folsom, CA 95630  
Phone: 530-301-0711  
Email: [ecabrera@fcusd.org](mailto:ecabrera@fcusd.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 18th DAY OF October, 2022

**DISTRICT**

**AUTHORIZED SIGNER OR CONTRACTOR**

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

Signature: M. Elena Cabrera

Anna Trunnell

Print Name: M. Elena Cabrera

Superintendent

Title: Associate Superintendent

[atrunnell@sres.ca.us](mailto:atrunnell@sres.ca.us)

Email: [ecabrera@fcusd.org](mailto:ecabrera@fcusd.org)

707-890-3800 x80201

Phone: 530-301-0711

# ADDENDUM TO CONTRACT

Between

Orton Gillingham International

And

Santa Rosa City Schools

This addendum to the original contract with Orton Gillingham International approved on June 22,2022 to provide initial Orton Gillingham Training to Santa Rosa City Schools. *New services will include two additional initial Orton Gillingham Trainings, one day advanced Y-OG training, and four virtual trainings to Santa Rosa City Schools.* .

The contract, under Item 3. Compensation, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$81,047.28 dollars. This is an increase of \$57,547.28 to be paid out of Educator Effectiveness Grant Funding.

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

Contractor's Name

By: Elenn Steinberg \_\_\_\_\_

Name: Elenn Steinberg, Orton-Gillingham International

Date: 10/10/2022

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

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

Superintendent

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



DATE September 30, 2022

### MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is by and between  
Orton-Gillingham International, Inc. and Santa Rosa City Schools

**Name of presenter who will complete work:**

Leslie Kesson or alternative Certified OGI trainer

**Dates, cost and participant numbers:**

March 6 and 7 in-person on site coaching – 8 hours;	\$ 2000.00 per day
March 8, 9, 10, 13, 14 5 day Basic Y-OG training;	\$ 19,500.00 Total training cost
March 15 – March 15 <sup>th</sup> , Advanced Morphology	\$ 6,500.00
Virtual PLC sessions – 2 hours 3:00-5:00 pacific time	\$ 800.00 (\$200 per hour)

P Nov. 30

P Jan. 11

P March 8

P April 27

Travel expenses -

Lodging - \$1,407  
\$1,323  
Car: \$682.32  
Flight: \$587.96  
Total: \$4,000.28

June 5-9 OG 5 day Basic Y-OG training

\$ 19,500 total training cost  
Estimate – Lodging \$1,407.00  
Car \$ 450.00  
Flight \$ 590.00

**Scope of work and Length of Presentations:**

Presentations:

On-site Coaching – full day teachers observations with feedback at predetermined locations and full group review

2 - 40 hour basic Orton-Gillingham Training

P 8:30 – 3:00 daily (actual times can be adjusted)

P 30 minute lunch break daily

P Homework assignments of approximately 30 - 60 minutes daily

P Addition resources will be sent via email

1 day Advanced Y-OG training

P 8:30 - 3:00 ( actual times can be adjusted)

P 30 minute lunch break daily

↳ Homework assignments and additional resources sent via email

2 Hour Virtual PLC sessions

↳ Survey will be sent to participants to target needs and support planning

↳ Zoom link will be sent by OGI

**Provisions Agreed Upon:**

District will provide:

All fees associated with training facility, registration, any refreshments ↳

White board or flip charts for daily use,

↳ ppt projector

↳ Spreadsheet with participants 1<sup>st</sup> Name, Last Name and email to track attendance and provide additional resources.

OGI/Instructor will provide:

↳ Training and all course materials, to be delivered prior to trainings ↳

Additional resources and files via google doc link.

All content and materials provided for this course are the copyrighted property of Orton Gillingham International (O-GI) and Ronald Yoshimoto and shall not be copied, shared, or published on-line. Any use other than in the teaching environment by participants must receive written approval directly from OGI.

Orton Gillingham International, Inc. also has the ability to offer participants graduate credits f by separate registration and fee to students. Please let us know if that is of interest.

**Payment Schedule:** 50% Deposit due within 60 days of signing of contract. Balance due upon completion of training. Invoice to be provided by Orton-Gillingham International, Inc.

**Termination**

Either party may terminate this agreement 30 days prior to the scheduled event with written notification. If the contract is so terminated, the parties shall be liable only for the costs incurred up to the date of termination.

For weather or reason uncontrolled by either party, OGI is not responsible for expenses that may have been incurred by the contractee. In the event of nature, OGI will work with the contractee to reschedule the event as soon as possible to the satisfaction of both parties.

Accounts payable information:

Person requesting the training/ training contact:

Alisa Haley, Director Educational Services

Santa Rosa City Schools  
(707) 890-3800

Physical address for training:

211 Ridgway Avenue

Santa Rosa, CA 95401

Material Shipping Address:

211 Ridgway Avenue

Santa Rosa, CA 95401

Hereto Agreed upon



\_\_\_\_\_  
Dr. Roderick Castro

10/16/2022

\_\_\_\_\_  
Date

\_\_\_\_\_  
Elenn Steinberg, Executive Director, OGI

\_\_\_\_\_  
Date

\*THIS AGREEMENT WILL NOT BE VALID UNTIL ALL SIGNATURES ARE AFFIXED

For questions about scheduling or details about the training contact:

Elenn Steinberg, 720-937-8242

Email Address: [Elenn@OrtonGillinghamInternational.org](mailto:Elenn@OrtonGillinghamInternational.org)

7435 East Maple Ave. Denver, CO 80230 720-937-8242

[www.OrtonGillinghamInternational.org](http://www.OrtonGillinghamInternational.org)

**CONTRACT FOR SERVICE PARTNER/MEMORANDUM OF UNDERSTANDING (MOU)  
AGREEMENT**

This agreement is entered into as of 9/28/2022 between Side by Side (SBS) and Rincon Valley Middle School/Santa Rosa City School District (SRCSD). The intent of this Service Partner Agreement is to clarify the respective roles and responsibilities of the partnership between SBS/SRCSD.

**1) Fall 2022 and Spring 2023**

**SBS agrees to provide the following:**

**Youth workshops:** SBS will facilitate You Thrive group workshop curriculum: (6) week sessions in the fall and (8) week session semester, one (1) hour per workshop, for an estimate of fifteen (15) youth per group. SBS agrees to provide agreed upon curriculum for programs in a hybrid fashion, with the first half of the semester being offered as drop-ins services and the balance of the semester’s workshops being offered as traditional YouThrive group workshops. The main topics will include, but not be limited to: bullying/cyberbullying, anger management and conflict resolution, social skills, motivation, peer relationships. The workshops may also include the following curriculum: anger management, behavioral/social emotional support. If all parties shall agree to the dates, **fall sessions** will commence the week of September 26<sup>th</sup> 2022 and cease December 9<sup>th</sup>. The **spring sessions** will commence February 6<sup>th</sup> and cease April 7<sup>th</sup>.

**Youth Workshops**

Fall 2022 Semester		Estimate # of youth	# of sessions	Total Cost in dollars
1.	Rincon Valley Middle School	15	10	\$3,000.00
<b>Total per semester</b>				<b>\$3,000.00</b>
Spring 2023 Semester		Estimate # of youth	# of sessions	Total Cost in dollars
1.	Rincon Valley Middle School	15	10	\$3,000.00
<b>Total per semester</b>				<b>\$3,000.00</b>
<b>Grand Total 2022-2023 Year</b>		<b>30</b>	<b>20</b>	<b>\$6,000.00</b>

Side by Side  
300 Sunny Hills Drive  
Building 5  
San Anselmo, CA 94960

**Presentations and other workshops**

Fall 2022 Semester		# of Workshops	Cost of workshops
1.	Classroom Presentation	1	\$350
Fall 2022 Semester		# of Workshops	Cost of workshops
1.	Parent Workshops	1	\$400
Spring 2023 Semester			
1.	Classroom Presentation	1	\$350
<b>Total per semester</b>			
<b>Grand Total 2022-2023 year</b>			<b>\$1,100</b>

**Administrative Costs**

Services offered	Rate	# of	Total Cost in dollars
Staff Travel	\$500	1	\$500
EHR Data management	\$500	1	\$500
Curriculum Development/Enhancement	\$500	1	\$500
Meetings (Liaison, student support mtg, ect.)	\$500	1	\$500
<b>Grand total</b>			<b>\$2,000</b>

Side by Side  
 300 Sunny Hills Drive  
 Building 5  
 San Anselmo, CA 94960

You Thrive Program Components	Total Cost in dollars
1. Youth Workshops	\$6,000
2. Class Room Presentation	\$700
3. Parent Engagement Workshops	\$400
4. Administrative Costs	\$ 2,000
<b>Total Program Cost:</b>	<b>\$9,100</b>

**Santa Rosa City School District (SRCSD)**

SRCSD agrees to provide the following services:

- Provide access to facilities including of private and confidential space on school sites and online platforms, to be used by SBS for individual, group sessions and ancillary meetings.
- Collect registration information from the families of youth participating in the program, and;
- Identify and refer youth for participation in the program, according to the criteria provided by SBS.
- Provide introductions and “warm handoffs” of students in need of services
- Provide youth referral forms and face sheets by the first \ group session at the beginning of each semester and on an ongoing base for individual therapy.
- Provide grades, disciplinary, and attendance data within one week of each semester ending.
- SRSCD Sites and SBS agree to meet monthly to provide ongoing evaluation of the program (this will be at the discretion of SRCSD Sites and/or SBS).

**SRCSD agrees to compensate SBS on the following terms and conditions for services provided:**

- \$1,137.5 due monthly for September, October, November and December for Fall 2022 semester SBS services. Payment from SRCSD is due 30 days from invoice.
- \$1,137.5 due monthly for February, March, April and May for Spring 2023 semester SBS services. Payment from SRCSD is due 30 days from invoice.
- Total Program Fee for the 2022-2023 school year is not to exceed \$9,100
- This agreement may be adjusted to meet the needs of one or both parties when alterations are made in writing and approved by both parties.

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**If all parties are in agreement, this contract will be in effect from 9/28/22, through 6/30/22, at which time the program will be reviewed for evaluation and continuation into the 2022-2023 school year.**

### **Hold Harmless**

Each party shall indemnify, defend, protect, hold harmless, and release the other party, its officers, agents, and employees, from and against any and all claims, loss, proceedings, damages, causes of action, liability, costs, or expense (including attorney fees and witness costs) arising from or in connection with, or caused by any act, omission, or negligence of such indemnifying party or its agents, employees, contractors, subcontractors, or invitees. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers; compensation acts, disability benefit acts, or other employee benefit acts. This indemnify obligation shall survive termination or expiration of the Agreement with respect to any liability which arose while the Agreement was still in effect. SBS shall be liable to SRCSD Site for any loss or damage to school property arising from or in connection with SBS use of such property.

### **Insurance**

SBS shall maintain, in force, commercial general liability and commercial auto policies covering bodily injury and property damage and provide evidence of coverage for professional liability. All policies and insurance carriers must be acceptable to SRCSD and be written on an occurrence form. SBS shall provide Workers' Compensation and employer's liability coverage for all employees and volunteers.

The insurance program shall be in the following amounts: comprehensive general liability with a combined single limit and per occurrence limits of not less than \$1,000,000; commercial auto policy with per occurrence limits of not less than \$1,000,000 with an annual general aggregate of \$5,000,000; Workers' Compensation with statutory limits for the State of California.

SBS shall provide SRCS with a Certificate of Insurance and an Additional Insured Endorsement for all liability arising out of this Agreement, and this endorsement will protect SRCSD, its officers, agents, and employees against liability for bodily injury, deaths or property damage or destruction arising in any respect directly or indirectly in the performance of this Agreement.

### **Confidentiality & Records Retention**

SBS shall maintain the confidentiality of all client information in accordance with the Health Insurance Portability & Accountability Act (HIPAA), state and agency guidelines. SBS shall maintain client records in our electronic health record system and will retain records in accordance with the agency policies for record retention.

### **Clearance**

Appropriate fingerprint, TB clearances and required certifications must be obtained prior to commencement of services.

Side by Side  
300 Sunny Hills Drive  
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Entering into this contract certifies that any of SBS employees that enter on campus are not registered sex offenders.

Rincon Valley Middle School



Amy Schlueter,  
Principal

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

Date: 9/29/22

Side By Side

*Larry Woodland*

Digitally signed by 5102137286491373546541:15690010001003/9a8a920e51146a58c2e474fe31c8b/  
login.windows.net/1152857-942b-4a35-b19c-72ddaf45d133/woodland@sidebysideyouth.org  
DN: cn=5102137286491373546541:15690010001003/9a8a920e51146a58c2e474fe31c8b/  
login.windows.net/1152857-942b-4a35-b19c-72ddaf45d133/woodland@sidebysideyouth.org  
Date: 2022.09.30 09:07:27 -0700

Larry Woodland,  
Chief Program Officer

[Lwoodland@sidebysideyouth.org](mailto:Lwoodland@sidebysideyouth.org)

Date: 9/30/22

Side by Side  
300 Sunny Hills Drive  
Building 5  
San Anselmo, CA 94960



1. Services.

(a) DISTRICT's Responsibilities and Duties:

1. Support the coordination of field trip participation of SRCS secondary students, to LandPaths outdoor education locations, including working with school site administration on invites to students, permission slips for parents /guardians.
2. Communicate regularly with LandPaths personnel for program/service coordination
3. Provide LandPaths student/guardian information so that families may complete registration with LandPaths staff
4. Support the coordination of West County bus transportation to and from a central location to the camp sites
5. Provide snack and lunch for students daily

(b) CONTRACTOR's Responsibilities and Duties:

1. Coordinate with landowners and land/resource management agencies
2. Provide highly trained outdoor education staff, as well as necessary tools and materials needed to implement safe and engaging outdoor camp programs for youth
3. Follow and communicate with District regarding any agreed upon safety protocols
4. Support and coordinate with Restorative Specialists in implementing nature field trips through the Inspire Forward program.
5. Follow required Be a Mentor protocols for Landpath staff members working with SRCS students

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on October 27,, 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?):

1. SRCS students from up to 4 Title 1 schools will attend several day long and partial day field trips with LandPaths at one of our county's open space locations or local farms. These outings will increase connectedness to the school increase attendance and engagement in school. We can examine the outcome from the Panorama survey data and YouthTruth data in categories of belonging, positive feelings and relationships, as well as attendance rates in students who attend.

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

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

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

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

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 12. Termination:

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

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

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

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

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

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

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

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

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

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

the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

**DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401  
707-890-3800 x80201  
[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: \_\_\_\_\_  
Street: \_\_\_\_\_  
City/State/Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

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

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

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

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

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

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

**DISTRICT**

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

\_\_\_\_\_  
Superintendent

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

707-890-3800 x 80201

**AUTHORIZED SIGNER OR CONTRACTOR**

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

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

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

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

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

10 Commercial Blvd #100  
Novato, CA 94949  
Phone: 707-586-9200 Fax: 415-382-9301  
CA Lic# 812232



**PROPOSAL FOR SERVICES**

Matrix HG, Inc. Proposal No. JC-2022-160

Santa Rosa City Schools  
Erik Oden  
211 Ridgeway Ave  
Santa Rosa, CA. 95404  
Phone: 707-695-6001

October 7, 2022

E-mail:

We are pleased to submit for your review our proposal for the project referenced below. Once approved and signed, we will arrange to schedule and execute directly.

**Project Name:** Portable #44, 43,45,46, Bard Unit Replacemnt Slater Middle School#50 Steele Ln

**Job Site Address:** 3500 Sonoma Ave **City:** Santa Rosa

**Area(s) Affected:** Portable #44,43,45,46 Slater Middle School, Steele Lane #50

Base Project Amount:	\$	66,027	_____	See "Scope of Services" Attachment
Add Alternate(s):	1	\$	- _____	Initial for acceptance
	2	\$	- _____	Initial for acceptance
	3	\$	- _____	Initial for acceptance
	4	\$	- _____	Initial for acceptance
	5	\$	- _____	Initial for acceptance
	6	\$	- _____	Initial for acceptance

**Submitted By:**

*Joe Cabral*

By \_\_\_\_\_

Account Executive \_\_\_\_\_

Title \_\_\_\_\_

**Executed By:**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name / Title \_\_\_\_\_

\$ \_\_\_\_\_

Approved Project Amount

This proposal is effective from the date noted above and will expire if not accepted within 30 days of proposal submission. Acceptance beyond the 30 days will be at the sole discretion of Matrix HG Inc.

**Attachments:**

Scope of Services

Terms and Conditions

**Check if required:**

Certified Payroll Required

Davis-Bacon Required

Performance Bonds Required



## SCOPE OF SERVICES

### Base Scope of Work

Site Name: Slater Middle School  
Note: Normal Hours, 6am-2pm  
DIR#1000003058, Lic #812232

Scope of Services: Portable #44, 43,45,46 BARD unit replacement Slater Middle School. (4 units)  
Steele Lane #50 Portable. (1 unit)  
Safe off power to BARD unit.  
Supply man lift and labor to remove and dispose of existing unit.  
Supply and install 5 new BARD style wall mount units in place of existing.  
Supply all labor on normal hours.  
Supply misc electrical connections to existing power supply and disconnect and wire.  
Supply and install misc ductwork connections from new unit to existing wall connections  
Connect controls to existing control wiring and wall stat.  
Supply delivery to the site.  
Connect new BARD units to wall with new wall bolts and factory anchors and sealant.  
Supply start up and testing of new unit

“Due to the recent shutdowns and vendor supply chain issues, please be advised that there are longer lead times for equipment and parts than usual. We will do our best to provide the most accurate lead time information possible but changes in pricing and delays are expected. We will update you accordingly. Pricing and lead time are only valid for 30 days.”

#### Exclusions:

Permits and fees, overtime labor, repairs to unit, new filters, electrical work beyond inclusions, painting of the metal boxes, ceiling exhaust fans, repairs to existing equipment, equipment upgrades, firelife safety upgrades and repairs, mechanical engineering, structural engineering and anything other than stated above.

Base Project Amount: \$ 66,027

## TERMS AND CONDITIONS

### GENERAL CONDITIONS

- A. Each sentence or paragraph of the Terms and Conditions of the Agreement between Customer and Contractor - Proposal For Services shall be construed as an express term or condition of this Contract.
- B. Issuance of Purchase Order or other communication by Customer authorizing Contractor to perform the Scope of Work will constitute acceptance of each and every term and condition of this Contract. Any additional terms or conditions stated in Customer's Purchase order, or other communication accepting this Contract shall not be valid under any circumstances unless specifically approved by written response of Contractor. Failure to respond by Contractor shall be deemed a denial of any additional terms or conditions stated in Customer's acceptance.
- C. Contractor shall comply with Federal, State, and Local laws.
- D. Any claim against Contractor alleging any breach of this Contract or asserting negligence by Contractor must be initiated no later than one (1) year after Contract Completion.
- E. Contract Completion shall be the date on which Contractor's work is completed, as distinguished from the date of Customer's Acceptance thereof.
- F. Contractor shall advise Customer of the completion of the work. Upon Customer's prompt inspection and notice to Contractor of any work not in accordance with this Contract, Contractor will correct such work. Customer's inspections shall be performed in sequence with Contractor's work progress, so as to avoid delay. If Customer fails to give such notice to Contractor within seventy-two (72) hours from notice of Contract Completion, Contractor's performance shall be deemed to be completed.
- G. If Contractor claims it is required to change the method, manner, or sequence of construction, Contractor shall notify the Customer in writing of such claim and if requested, Contractor shall provide Customer with a brief report. Contractor reserves the right to obtain a reasonable Change Order for costs or work associated with such changes.
- H. Contractor shall maintain Worker's Compensation and General Liability insurance in limits required by state law. Contractor will furnish appropriate Insurance Certificates as requested. Owner agrees that Contractor's total liability shall not exceed the total amount recoverable from the coverage specified by such Insurance Certificates.
- I. Contractor accepts no liability to indemnify or hold Customer harmless for claims or damages to persons or property, except to the extent that such damages occur during performance of Contractor's work, and are the direct result of Contractor's negligent error or omission. Customer understands and agrees that Contractor shall have no responsibility at any time after completion of the work for damages of any kind to persons or property.
- J. Contractor assumes no responsibility for design, structural adequacy, or compliance of the structure with building codes. If "professional" design services are necessary, Customer shall be responsible for the results of such services, whether or not such services are provided in relation to this Contract.
- K. Contractor is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches, and circuit breakers. Contractor is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damages related to the presence of mold, fungi, mildew or bacteria, damages caused by power reductions or any other cause beyond Contractor's control. Contractor shall not be required to repair or replace equipment that has not been properly maintained.
- L. Contractor is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew or bacteria. In the event that Contractor encounters any of these hazardous materials in the course of performing the work, Contractor may suspend its work and remove its employees from the project until such product or hazardous material and any additional hazardous material connected with it are abated. Contractor shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction. Contractor shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, state, municipal or other authority. However, in the event any such recommendations occur, Contractor, at its option may submit a proposal for Customer's consideration in addition to this Agreement.
- M. The price for this Contract includes Contractor's labor, trade work, supervision, equipment, and materials necessary to perform the Contract according to conditions which could be reasonably anticipated by HVAC tradespersons visually examining the job site. If latent conditions cause delay or require unanticipated cost or expense in the performance of the Contract, Contractor shall promptly notify Customer of such conditions in writing. Contractor shall charge for such additional services or rework, and be compensated as authorized by a Change Order to this Contract.
- N. The Contract Price is based on Contractor's estimated costs and expenses in effect as of this proposal date. Should costs or expenses not under the control of the Contractor increase during the performance of Contractor's work, Contractor shall promptly notify Customer of its additional costs or expenses. Contractor shall charge for such additional costs and expenses, and be compensated as if authorized by a Change Order to this Contract.
- O. Customer shall not require Contractor to become a party to or comply with any terms or conditions of any collective bargaining agreement.

### DUTIES AND RESPONSIBILITIES OF OWNER

- P. Customer represents to Contractor that the building and the roof deck on which the installation is to be made is in a sound, load-bearing condition, sufficient for the project conditions for Contractor's work. Customer represents that the building's structure will be adequate for Contractor's work. Customer will inform Contractor in writing of any latent or other conditions which could affect the Contractor's work.
- Q. Customer shall provide the following:
1. Safe and reasonable equipment access and a safe work environment.
  2. Permit access to Customer's site and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
  3. Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls, partitions or furniture that may be necessary to perform the specified service.
  4. Promptly notify contractor of any unusual operating conditions.



## TERMS AND CONDITIONS

### DUTIES AND RESPONSIBILITIES OF OWNER

5. Upon agreement of a timely mutual schedule, allow Contractor to stop and start equipment necessary to perform service.
6. Provide adequate water treatment.
7. Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
8. Where Contractor's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
9. Promptly address any issues that arise related to mold, fungi, mildew or bacteria.

### PAYMENT

- R. Payment shall be made net 30 days from date of invoice. Contractor reserves the right to require cash payment or other alternative method of payment prior to completion of work if Contractor determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Contract price, Customer shall pay Contractor any applicable taxes or government changes that may be required in connection with the service or material furnished under this Agreement.

### WARRANTY

- S. Contractor warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Contractor also warrants that all parts or components supplied hereunder shall be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Contractor shall at its option repair, replace, or issue a credit for any such equipment, components or service, provided that they were not damaged, abused, or affected by chemical properties. Contractor shall not be liable for repairs required as a consequence of faulty installation, misapplication, abuse, improper servicing, unauthorized alteration or improper operation. Any claim for defective workmanship must be provided to Contractor in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Contractor's obligations to repair, replace, or issue credit for any defective equipment, components or service shall be customer's exclusive remedy.

### EQUIPMENT CONDITIONS & RECOMMENDED SERVICE

- T. Upon the initial scheduled preventive maintenance or annual maintenance, should Contractor determine the need for repairs or replacement, Contractor will provide Customer in writing an "equipment condition" report including recommendations for corrections and the price for repairs in addition to this agreement. In the event Contractor recommends certain services that are not included herein or upon initial inspection, and if Customer does not elect to have such services properly performed in a timely fashion, Contractor shall not be responsible for any equipment or control failures, operability, or any long-term damage that may result. Contractor at its own option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.

### EXCLUSIONS

- U. Unless specifically addressed in the Scope of Services, the following items will be excluded: pre-existing conditions, code compliance improvements to the existing HVAC, permits, title 24 calculations, engineering, structural calculations or modifications, building life-safety tie in, overtime labor, line voltage power wiring, gas/condensate piping, patching/sealing of penetrations and anything other than state in the Scope of Services. Anything not specifically listed as included herein shall be known by the parties as excluded from this proposal.

### CONTRACT EXECUTION

- V. This contract signed by both parties constitutes a final written expression of all the terms of this agreement and is a complete and exclusive statement of those terms, except as modified by written Change Orders agreed to by each party to this agreement.
- W. Should this contract conflict with project specifications, this Contract shall govern. Should the Scope of Work conflict with the Manufacturer's Specifications, the Scope of Work shall govern. Should Drawings prepared by Contractor conflict with Manufacturer's Standard Construction Details, the Contractor's Drawings shall govern.



**SANTA ROSA CITY SCHOOLS  
SERVICE CONTRACT**

This CONTRACT is hereby entered between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and **TCG Administrators** 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:**    **01-0000-0-0000-7300-5800-399-5199**

**Funding Category:**     **Base**     Supplemental     Concentration

Restricted: \_\_\_\_\_

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

**Contract is:**    New     Renewal     Addendum     Amendment

**Number of Individuals Served:** All Staff

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

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

**Departmental Approval\*\*:** \_\_\_\_\_    Date: \_\_\_\_\_

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

**Contract Created by:** Helen Miller, Fiscal Services-Accounting    **Phone #:** (707) 890-3800 x 80211  
Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** November 1, 2022    **Proposed Contract End Date:** Indefinitely until terminated

**Purchase Order #:** B23-00163

**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**

## THIRD PARTY ADMINISTRATION CONTRACT

This Third Party Administrator Agreement (the "Agreement") is entered into effective as of November 1<sup>st</sup>, 2022 ("Effective Date"), by and between Santa Rosa City Schools (the "Employer"), and TCG Administrators, LP ("Third Party Administrator" and "TCG") as successor to the Employer's contract with CalSTRS 403bComply.

For good and valuable consideration, the receipt and sufficiency of which is hereby expressly acknowledged, the parties agree as follows:

1. Contract Term. The Employer agrees to retain Third Party Administrator and Third Party Administrator agrees to provide services to the Employer for a period of three years, commencing on the Effective Date and terminating at the end of the twelfth month thereafter, unless earlier terminated pursuant to the terms of this Agreement (the "Contract Term"). The contract shall be automatically renewed for successive periods of one year each, unless earlier terminated pursuant to the terms of this Agreement, or, either party gives notice of its intention to not automatically renew the contract for a successive period by providing written notice, pursuant to section 8, at least thirty days prior to the end of the then-current term.
2. Duties of the Third Party Administrator Regarding the Plans Maintained under Applicable Sections of the Internal Revenue Code for Governmental Plans. Indicate plans for which the Third Party Administrator will provide services by checking the applicable sections below (the "Plans").
  - i. × 403(b) Plan Duties of the Third-Party Administrator. Third Party Administrator shall provide services to the Employer. Such services will include the following regarding the Employer's Section 403(b) Retirement Plan (the "403(b)Plan"):
    - A. Services to be Provided Beginning with the Effective Date of this Agreement: (except as otherwise noted below):
      - (1) Maintain salary reduction records of employees participating in the 403(b) Plan, including each employee's salary reduction amount and the allocation of each employee's contribution to the funds and/or products available under the 403Plan;
      - (2) Determine each employee's eligibility to enter the 403(b) Plan, enter into salary reduction agreements with eligible companies providing funds and/or products available under the 403(b) Plan, ability to change election amounts under the 403(b) Plan and the employee's contribution limits under Sections 403(b), 415 and 402(g) (the "Maximum Annual Contribution") of the Internal Revenue Code of 1986, as amended;
      - (3) Develop a written 403(b) Plan ("plan document") for the Employer that (a) complies with the final 403(b) regulations and other applicable federal tax rules and (b) meets the Employer's specific needs;
      - (4) Provide an Internet-based Web Portal and 403(b) Plan Data Base for the Employer;
      - (5) Process all 403(b) Plan transaction requests from Participants (Enrollments, Distributions, etc.) through the Third Party Administrator Website;

- (6) Monitor each transaction for compliance with 403(b) and 403(b) Plan rules;
- (7) Approve each transaction compliance with 403(b) Plan rules, then transmit them to the vendors that the Employer has approved to participate in the 403(b) Plan;
- (8) Maintain records of all 403(b) Plan transactions;
- (9) Receive electronic payroll files and payroll deductions from the Employer, reconcile payroll deductions and forward deductions to vendors within two business days of receipt of funds and payroll records in good order;
- (10) If any deductions must be delayed due to incomplete data or data that cannot be reconciled, these funds will be placed in suspense pending resolution and will not delay transmittal of all other deductions;
- (11) Answer compliance questions for administrative and payroll personnel as needed;
- (12) Handle compliance questions for employees as needed;
- (13) Assist with corrective action on compliance problems involving the 403(b) Plan with the Internal Revenue Service or other regulatory agencies;
- (14) Vendor Compliance – The Employer agrees to the following requirements for all vendors in the 403(b) Plan:
  - i. Vendors will process transactions and send electronic records to Third Party Administrator. Third Party Administrator will maintain a database of all transactions and monitor them for continuing compliance (e.g., loan defaults);
  - ii. All vendors must agree to participate in this electronic data exchange process in order to be approved in the 403(b) Plan;
  - iii. Vendors, their products, and the marketing of these products must comply with applicable state laws;
  - iv. Provide Participants with the ability to view all of their 403(b) investments by company, for those that provide electronic data feeds to the Third Party Administrator in accordance with its specifications.

Third Party Administrator agrees not to accept any payments from vendors except as provided herein. The services provided by the Third Party Administrator will be provided on a fee-for-service basis to Employer. Employer may choose to pass all or part of the cost of the services to Participants and/or the vendors, to the extent permitted by applicable laws. Third Party Administrator will assist the Employer in deducting fees from Participants' payroll deductions, if needed.

- ii.  457(b) Duties of the Third Party Administrator. Third Party Administrator shall provide services to the Employer. Such services will include the following regarding the Employer's Section 457(b) Retirement Plan (the "457(b) Plan"):

- A. All Accounts

- (1) Administration of the compliance for the Employer's 457(b), including establishing a Trust or Custodial Account, on behalf of the employer, for the 457(b) Plan,
- (2) Management for the 457(b) Plan, including all forms, procedures and software needed, handling of all participant distributions from the 457(b) Plan;
- (3) Annual review of design of the 457(b) Plan and updates, as needed;

- (4) Documents and summary descriptions of the 457(b) Plan kept up to date;
- (5) Annual compliance review of operations of the 457(b) Plan;
- (6) Training for administrative and payroll personnel as needed about the 457(b) Plan;
- (7) Handling of compliance questions as needed about the 457(b) Plan;
- (8) Assistance with software design/payroll system issues related to compliance and administration for the 457(b) Plan;
- (9) Assistance with corrective action on compliance problems involving the 457(b) Plan with the Internal Revenue Service or other regulatory agencies;
- (10) Research changes in federal laws and regulations and other rules to determine the effect of these on 457(b) Plan design and operations and keep the employer informed of actions needed;
- (11) Answer questions for administrative and payroll personnel as needed.

B. Accounts with Investments through the TCG Administrative Platform

- (1) Offering all 457(b) Plan investments and services to 457(b) Plan participants through an Internet Website (this includes both pooled/Trustee-directed investments and participant-directed investments);
- (2) Send and receive data electronically from investment and/or insurance companies to facilitate the fastest possible investment of participants' funds, balance 457(b) Plan records daily, and provide online financial data to the Employer and 457(b) Plan participants;
- (3) Send and receive payroll data and changes by electronic download file from the Employer's payroll system and upload deductions and other Third Party Administrator information back to Employer electronically;
- (4) Generate a billing report to Employer to review for changes (optional);
- (5) 457(b) Plan contributions wired or mailed from employer payroll office each pay period to the 457(b) Plan Custodian;
- (6) Maintain records of eligible employees and their salary reduction amounts, including each employee's annual election and the allocation of each employee's contribution to the funds available under the 457(b) Plan.

All such services shall be provided by the Third Party Administrator upon reasonable prior notice to the Third Party Administrator by the Employer. The Employer may require the Third Party Administrator to render such services to or on behalf of the Employer in connection with a contract, joint venture, partnership, or other arrangement entered into with an affiliate of the Employer or any other party. Third Party Administrator agrees that they will provide services under this Agreement using the standards of care, skill, and diligence normally provided in the performance of the same or similar services.

The Employer acknowledges that some of the services listed herein for the 457(b) Plan may be provided by TCG Advisory Services, LLC ("TCG Advisors") in its capacity as Investment Advisor to the 457(b) Plan. The Employer hereby agrees to sign a separate Investment Advisory Agreement with TCG Advisors in order to receive these services for the 457(b) Plan. The Employer

also agrees that the Third Party Administrator will pay TCG Advisors the fee listed in the attached Schedule of Fees from 457(b) Plan assets.

The Employer acknowledges that the service of receiving 457(b) Plan funds and forwarding these along with necessary records to the investment companies providing fund options for the 457(b) Plan may be provided through a Custodial Agreement between Third Party Administrator and Matrix Trust Company or its successor, and the Employer hereby agrees to sign a separate Master Custodial Account Administration Agreement with the Third Party Administrator whereby Third Party Administrator will contract for such custodial services on the Employer's behalf with Matrix Trust Company. The Employer also agrees that the Third Party Administrator will pay the fees of Matrix Trust Company.

The Employer acknowledges that the service of providing investment and/or annuity options to which 457(b) Plan participants will be able to direct their contributions and assets under the 457(b) Plan will be provided by investment and/or insurance companies. The Employer hereby agrees to sign separate agreements or contracts with these investment and/or insurance companies in order to receive these services for the 457(b) Plan, if required. The Employer also agrees that the investment and/or insurance companies may deduct fees from the accounts of 457(b) Plan participants who direct their contributions and/or assets to the funds and/or products of these companies in accordance with the companies' prospectuses and/or insurance company policies or contracts. The Employer also acknowledges that the investment companies and/or insurance companies may pay commissions to individuals who have contracted with these companies to sell their funds and/or products.

3. Compensation. Subject to the terms and conditions hereof, in consideration of the services to be rendered by the Third Party Administrator to Employer hereunder, Employer agrees to pay the Third Party Administrator, commencing on the Effective Date and continuing throughout the Contract Term, unless earlier terminated pursuant to the terms of this agreement, the fees listed in the attached Schedule of Fees.

Additional services not listed under Section 2 shall be provided at the rate of \$150 per hour. Hours shall be billable in minimum increments of fifteen (15) minutes. Any hourly fees shall be approved in advance by the Employer.

Once a month, Third Party Administrator will furnish the Employer with a statement setting forth the services rendered by Third Party Administrator under this Agreement for which they have not then been paid. Within 30 days after receiving Third Party Administrator's statement for services rendered, the Employer shall remit to Third Party Administrator the fee payment required by this Agreement. Failure of the Employer to remit complete and timely payment after one additional thirty (30) day notice of unpaid fees shall be considered a material breach of the Agreement and shall discharge Third Party Administrator from any obligation to provide additional services. However, such failure to pay the Third Party Administrator shall not relieve the Employer of the obligation to pay the Third Party Administrator all fees stipulated by this Agreement.

The Third Party Administrator shall be allowed to charge each vendor in the 403(b) and 457(b) Plan (the "Plans") a Vendor Support Services Fee equal to either \$1.50 per participant in the Plans (defined as having an account balance whether contributing or not) or, if records are not available from the vendor to assess this fee, \$1.75 per month per active participant having a payroll deduction. The payment of the Vendor Support Services Fee or the failure to pay such fee will not affect the administration of the Plans, direct service to the Plans' participants or the compliance services that the Employer or the participants receive. Such services shall include, but are not limited to:

- (1) Support and advice for sales representatives (if any), including assisting them with enrollment and distributions for their clients, providing copies of paperwork and other required services;
- (2) Importing change reports directly from the Vendor so their participants do not need to go to TCGs' web site to change contribution amounts;
- (3) Using DocuSign for 403(b) distributions so as soon as we update a transaction request, it gets sent via secure email to the email address the Vendor and/or representative provides;
- (4) Letting the Vendor have different remittance addresses for different employers if they want contributions in those districts sent to another provider;
- (5) A future goal is to have a default investment choice for the Vendor so that if the employee selects the vendor but did not specify a product or investment with the Vendor, the employee's funds can be processed automatically;
- (6) Other services as they become available.

All of these depend on the Vendor and Third Party Administrator being able to work out administrative details and procedures for providing these services. Third Party Administrator agrees that they will provide services under this Agreement using the standards of care, skill, and diligence normally provided in the performance of the same or similar services. The Employer agrees to provide all necessary data and support in the manner specified by the Third Party Administrator as needed to allow the Third Party Administrator to provide the services listed above.

4. Reimbursement of Expenses. During the Contract Term, the Employer shall, within thirty (30) days after its receipt of appropriate documentation from Third Party Administrator, reimburse Third Party Administrator for all reasonable and necessary out of pocket expenses which are properly documented and which are incurred by Third Party Administrator in connection with the services rendered hereunder, if any. Any expenses under this Agreement other than those provided in the attached Schedule of Fees must be approved in advance by the Employer.
5. Independent Contractor. The parties acknowledge that Third Party Administrator is a skilled professional benefits administrator who will be rendering professional services pursuant to this Agreement. Third Party Administrator will use their professional judgment and expertise to accomplish the details of their work. Third Party Administrator is, and shall for all purposes be considered, an independent contractor, and nothing in this Agreement shall be deemed to create or imply an agency or employment relationship between Third Party Administrator and the Employer (or any affiliate of the Employer). In this respect, Third Party Administrator acknowledges and agrees that they shall have no right or authority to commit or obligate the Employer in any way to any third party or parties unless specifically authorized to do so by an authorized officer of the Employer.

The parties acknowledge that Third Party Administrator is free to perform services for other persons or entities and that this agreement is not an exclusive arrangement for the services of Third Party Administrator.

The parties also acknowledge that, at the time of entering this agreement and during the Contract Term, or any renewal period, Third Party Administrator is or may be engaged to perform services for any other employer, organization or individual without the permission of the Employer.

Further, Third Party Administrator acknowledges and agrees that they will not be entitled to any benefits generally provided by the Employer to its employees (including, without limitation, health insurance, retirement, severance, vacation, and disability) or any compensation other than what is set forth in Section 3 above.

It is understood and agreed that Third Party Administrator shall pay all taxes, licenses, and fees levied or assessed on Third Party Administrator in connection with or incident to the performance of this Agreement by any governmental agency, including, without limitation, unemployment compensation insurance, old age benefits, social security, or any other taxes upon wages of Third Party Administrator, its agents, employees, and representatives. Third Party Administrator agrees to require the same agreements of their sub-contractors. Third Party Administrator agrees to furnish the Employer with the information required to enable it to make the necessary reports and pay taxes.

6. Confidentiality; Work Product. (a) Subject to (b), without the prior written consent of the Employer, Third Party Administrator specifically agrees that they will not at any time during or after the term of this Agreement divulge any confidential information (information not available to the public or which would be generally known by knowledgeable individuals in the industry who do not work for the Employer) obtained by Third Party Administrator during the Contract Term, including, but not limited to, the Employer's methods of operation, designs, concepts, processes, new developments, cost data, price data, trade secrets, formulas, financial condition, or information which came to Third Party Administrator's attention by reason of their performance hereunder. In the event that the Employer takes any legal action against the Third Party Administrator, or if it is necessary for the Third Party Administrator to take any legal action against the Employer in order to enforce the provisions of this Contract, then this section
- (a) shall become void and the Third Party Administrator shall be free to disclose such information to the extent that it is necessary to provide for a defense against any legal action by the Employer or to pursue any legal action against the Employer.
  - (b) Any and all work product, inventions, discoveries, formulas, patterns, devices, compilations, codes, moral rights, developments, trade secrets, know-how, show-how, mask work right, patents, copyrights, trade or service marks, trade names, work made for hire, presentations, seminars, compliance material, position papers, contract forms, document forms, or intellectual property protection or intangible legal rights or interests, developed or acquired in the course of providing services pursuant to this Agreement, shall be the joint property of the Employer and the Third Party Administrator, and the Third Party Administrator shall have the right to use such information or rights freely without the permission of or compensation to the Employer. If any confidential information as defined in section (a) is included in such

material, the material may be used by the Third Party Administrator if any confidential information is deleted before being used.

7. Employer Property. Other than property and rights covered by paragraph 6(b), the Employer and Third Party Administrator understand and agree that all Employer records, computer print outs, and any other records, files, documents, drawings, specifications, equipment, books and other similar items relating, in any manner whatsoever, to the business of the Employer shall remain the exclusive property of the Employer. All such books, records, data, logs, programs and records in Third Party Administrator's possession or under Third Party Administrator's control belonging to the Employer shall be immediately returned by Third Party Administrator to the Employer upon any termination of this Agreement or upon any request for such documents and materials by the Employer. To the extent that such books, records, data, logs, programs and records in Third Party Administrator's possession or under Third Party Administrator's control belonging to the Employer also represent a work product of the Third Party Administrator, as defined in section 6(b), the Third Party Administrator may keep a copy of such items, subject to the restrictions and rights of the Third Party Administrator and the Employer as provided in section 6.
  
8. Notice. Any notice provided or permitted to be given under this Agreement must be in writing, but may be served by deposit in the mail, addressed to the party to be notified, postage prepaid, and registered or certified, with a return receipt requested. Notice given by registered mail shall be deemed delivered and effective on the date of delivery shown on the return receipt. Notice may be served in any other manner, including telex, telecopy, telegram, etc., but shall be deemed delivered and effective as of the time of actual delivery. For purposes of notice the addresses of the parties shall be as follows:

If to the Employer, to:

Santa Rosa City Schools  
211 Ridgway Ave.  
Santa Rosa, CA 95401

If to Third Party Administrator, to:

TCG Administrators  
900 S. Capital of Texas Highway, Suite 350  
Austin, TX 78746

Such addresses may be changed from time to time, by written notice to the other party.

9. Indemnification. Third Party Administrator agrees to accept liability for any federal compliance violations that occur directly as the result of any administrative services, advice, actions, agreements or other activity provided under section 2 of this Agreement, provided that any actions that the Third

Party Administrator has advised the Employer to take have been carried out by the Employer as advised or actions that the Employer has been advised by the Third Party Administrator not to take have not been taken as advised. In the event that the Third Party Administrator is liable for any federal compliance violations under the terms of this Agreement, the Third Party Administrator shall provide for correction of the violation(s) by the least expensive method, which alleviates all liability for the Employer in a reasonable time frame for the matter involved.

10. Entire Agreement. This Agreement sets forth the entire understanding of the parties with respect to the matters contemplated hereby and any previous agreements or understandings between the parties are superseded by this Agreement. This Agreement shall also replace any and all previous contracts, agreements or understandings between the Employer and the Third Party Administrator.
11. Assignability. Third Party Administrator shall have the right to assign, transfer or delegate its rights or obligations hereunder with prior notice to the Employer. This Agreement, with the Third Party Administrator's prior written consent, may be assigned or transferred to any affiliate of the Employer or to any partnership or joint venture in which the Employer or any affiliate of the Employer participates. This Agreement shall be binding upon and shall inure to the benefit of, any of the Employer successors or assigns.
12. Amendment of Agreement; Waiver. This Agreement may only be amended or modified by written instrument duly executed by each of the parties hereto. The failure of a party to insist upon strict performance of any provision of this Agreement shall not constitute a waiver of, or estoppel against asserting, the right to require performance in the future. A waiver or estoppel in any one instance shall not constitute a waiver or estoppel with respect to a later breach.
13. Choice of Governing Law and Forum. This Agreement shall be construed and enforced in accordance with the laws of the state in which the Employer's primary administrative offices are located.
14. Headings. The headings contained herein are for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.
15. Ambiguities. In the event that it shall be determined that there is any ambiguity contained herein, such ambiguity shall not be construed against either party hereto as a result of such party's preparation of this Agreement but shall be construed in light of all of the facts, circumstances and intentions of the parties at the time this Agreement is executed.
16. Severability. In the event any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
17. Counterparts. This Agreement may be executed in several counterparts, each of which is an original and any person may become a party hereto by executing a counterpart hereof. This Agreement and any counterpart so executed shall be deemed to be one and the same instrument. It shall not be

necessary in making proof of this Agreement or any counterpart hereof to produce or account for any of the other counterparts.

- 18. Mediation. The parties agree to make a good faith effort to resolve any disagreements through voluntary, non-binding mediation before pursuing any legal action. The costs of the mediation shall be shared equally by the parties.
- 19. Contract Termination. This Agreement may be terminated prior to the end of the Contract Term if the Third Party Administrator or the Employer is dissolved or otherwise ceases to continue doing business. This Agreement shall be terminable by Employer upon:
  - (a) The failure by Third Party Administrator to cure the nonperformance of duties outlined in this Agreement or any breach of any provision hereof within 30 days after receiving written notice from Employer; or
  - (b) This Agreement shall automatically terminate upon bankruptcy, insolvency, or upon the assignment for the benefit of creditors by Third Party Administrator; or
  - (c) Conviction of Third Party Administrator of violation of any criminal law or statute; or
  - (d) Conviction of Third Party Administrator of performing any fraud or dishonesty affecting Employer or the Plans.

Upon occurrence of any of the foregoing, this Agreement may be terminated by Employer by providing written notice to the Third Party Administrator. The date of termination specified in the notice may be any date thirty (30) days or more after the date of receipt of notice.

Upon termination of this Agreement, neither party shall have any further obligation to the other.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

**EMPLOYER:**

**THIRD PARTY ADMINISTRATOR:**

Santa Rosa City Schools

TCG Administrators, LP

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

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

Name: Anna Trunnell

Title: Superintendent

Title: Partner/COO

**Exhibit I**

## Schedule of Fees

### **403(b) Plan Administration Fees**

#### **\$2.00 per Participant in the 403(b) Plan per month**

A Participant shall be defined for billing purposes as an employee having an active payroll deduction in the month to which the invoice applies.

*Fees may be paid by the Employer, the vendors, the Plan participants or any combination, to the extent permitted by applicable laws. Please indicate below how fees are to be paid until otherwise changed by the Employer.*

#### **Fees are to be paid by:**

- a.  **The Employer**
- b.  The Plan Participants
- c.  The Vendors in the Plan
- d.  Other: \_\_\_\_\_

### **457(b) Plan Fees**

(a) Vendors Whose Assets Are Not Managed by TCG Advisors  
*Same as 403(b) Plan (see above)*

(b) Vendors Whose Assets Are Managed by TCG Advisors  
*Fees to the Employer– None*

#### *Participant Account Administration and Investment Fees:*

*Plan Administration – .40% (40 basis points) plus  
\$18.50 per participant annually*

*Loan/distribution fee - \$25.00 per transaction*

*Mutual Fund Fees – Depends on Funds selected by Participant*

*Fees will be offset by any revenue received from Mutual Fund Companies in the form of Sub-transfer agent fees*

**AMENDMENT ONE TO  
AGREEMENT FOR SERVICES**

Between Santa Rosa City Schools  
and Lucid Partnerships, Inc.

THIS AMENDMENT serves to modify the agreement by and between Santa Rosa City Schools and Lucid Partnerships, dated August 5, 2022 (the "AGREEMENT"), and all related attachments. All terms of the AGREEMENT not modified hereunder will remain in full force and effect.

The below terms of the AGREEMENT are hereby amended as follows:

Term. The term of this AGREEMENT shall now extend through December 2, 2022.

Compensation. Client will now provide compensation to Contractor up to \$58,000.

**APPROVALS**

CONTRACTOR

By:  Date: 10/21/2022

Luz T. Cázares  
Lucid Partnerships, Inc.  
2601 Blanding Ave, Suite 508  
Alameda, CA 94501

CLIENT

By:   
[Anna Trunnell \(Oct 21, 2022 11:41 PDT\)](#) Date: Oct 21, 2022

Anna Trunnell, Superintendent  
Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401