

A G R E E M E N T

THIS AGREEMENT made and entered into this 9th day of November, 2022, by and between the COUNTY OF SONOMA, (hereinafter COUNTY) and Santa Rosa City Schools, (hereinafter GRANTEE).

W I T N E S S E T H:

WHEREAS, Government Code Section 26227 authorizes the Sonoma County Board of Supervisors to expend County general funds to support programs deemed by the Board of Supervisors to be necessary to meet the social needs of the population of the County, including but not limited to, health, welfare and education, and

WHEREAS, Government Code section 26100(a)(2) authorizes the Board to grant funds exhibiting or advertising the agricultural, horticultural, viticultural, mineral, industrial, commercial, climatic, educational, recreational, artistic, musical, cultural and other resources or advantages of the county, and

WHEREAS, the Director of the Economic Development Board has determined that providing \$7,500 to GRANTEE in exchange for services to complete the tasks referenced to on Item 2 below is necessary to meet the social needs of the population, including improving the health, welfare and educational opportunities provided to residents of Sonoma County, and

WHEREAS, GRANTEE has represented that it is aware of and understands the provisions and requirements of receipt of an Arts Education Framework Grant (AEFG) Terms and Conditions attached hereto as Exhibit A and incorporated herein by this reference, and that any expenditure made by GRANTEE will be in compliance with AEFG Terms and Conditions and this Agreement, and

WHEREAS, GRANTEE is ready, willing and able to perform the services herein provided to be performed.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

1. During the fiscal year July 1, 2022 to June 2023, COUNTY shall pay to GRANTEE up to the total sum of \$7,500 (hereinafter "AEFG Funds"), 90% of which sum will be payable upon presentation of an invoice by GRANTEE and 10% to be payable upon COUNTY receipt of a report within 30 days after project completion, provided that GRANTEE is in full compliance with each of the provisions of this Agreement, and provided further that the final invoice is submitted on or before June 30, 2023.
2. In consideration whereof, GRANTEE promises and agrees to render services to COUNTY between January 1, 2023 and June 30, 2023, as set forth in the most recently submitted application, attached hereto as Exhibit B.

3. GRANTEE agrees to keep complete books and records, and to make available and submit to audit by COUNTY all of GRANTEE'S books, records, and financial statements upon COUNTY'S request and without prior notice.
4. GRANTEE warrants to COUNTY that any AEFG funds paid to GRANTEE by COUNTY pursuant to this agreement shall be expended for only those purposes authorized by the AEFG Terms and Conditions.
5. GRANTEE agrees to submit copies of all published materials to the County Administrator's Office.
6. Indemnification:
 - a. GRANTEE agrees to accept all responsibility for loss or damage to any person or entity, including COUNTY, and to indemnify, hold harmless, and release COUNTY, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including GRANTEE, that arise out of, pertain to, or related to GRANTEE's or its agents', employees', contractors', subcontractors', or invitees' performance or obligations under this Agreement. GRANTEE'S obligations under this Section apply whether or not there is concurrent negligence on County's part, but to the extent required by law, excluding liability due to County's conduct. County shall have the right to select its legal counsel at GRANTEE'S expense, subject to GRANTEE'S approval, which shall not be unreasonably withheld. 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 GRANTEE or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.
 - b. GRANTEE shall be liable to COUNTY for any loss or damage to COUNTY property arising from or in connection with GRANTEE's performance hereunder.
7. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit C, which is attached hereto and incorporated herein by this reference
8. Non-Discrimination: GRANTEE shall comply with all applicable federal, state and local laws, rules and regulations in regard to non-discrimination in employment because of race, ancestry, color, sex, age, national origin, religion, marital status, medical condition, or handicap, including the provisions of Article II of Chapter 19 of the Sonoma County Code, prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection.
9. Assignment/Delegation: GRANTEE shall not assign, sublet, transfer or delegate any interest in or duty under this agreement without written consent of COUNTY, and no assignment shall be of any force or effect whatsoever unless and until so consented.

10. Merger: This writing is intended both as the final expression of the agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to C.C.P. Section 1856. No modification of this agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
11. Termination: At any time, with or without cause, COUNTY shall have the right in its sole discretion, to terminate this Agreement by giving written notice to GRANTEE. In the event of such termination, COUNTY shall pay GRANTEE for services rendered satisfactorily and in good faith to such date in an amount which bears the same ratio to the total fees specified in the Agreement as the services satisfactorily rendered hereunder by GRANTEE bear to the total services otherwise required to be performed for such total fee; provided, however, that there shall be deducted from such amount the amount of damage, if any, sustained by COUNTY by virtue of the breach of the Agreement by GRANTEE.
12. Repayment: If GRANTEE fails to comply with the AEEG Terms and Conditions or the specific Category requirements under which the GRANTEE received funds, as specified in the grant application, Exhibit A, then GRANTEE shall, within ten days of receipt of notice of such failure by COUNTY, return all grant funds provided by COUNTY under this agreement; provided, however, that COUNTY may, in its sole discretion, allow GRANTEE to retain some or all grant funds if COUNTY determines that the failure was inadvertent or immaterial, or that GRANTEE has taken action to ensure that the failure will not reoccur.
13. Conflict of Interest: GRANTEE covenants that it presently has no interest and shall not acquire any interest, direct, or indirect, which would conflict in any manner or degree with the performance of its services hereunder. GRANTEE further covenants that in the performance of this contract no person having any such interest shall be employed.
14. Statutory Compliance: GRANTEE agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies, including but not limited to the County of Sonoma Living Wage Ordinance, applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement. Without limiting the generality of the foregoing, GRANTEE expressly acknowledges that this Agreement may be subject to the provisions of Article XXVI of Chapter 2 of the Sonoma County Code, requiring payment of a living wage to covered employees. Noncompliance during the term of the Agreement will be considered a material breach and may result in termination of the Agreement or pursuit of other legal or administrative remedies.
15. AIDS Discrimination: GRANTEE agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.
16. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments shall be addressed as follows:

TO: COUNTY: Kristen Madsen, Director
Sonoma County Economic Development Board
141 Stony Circle, Suite 110
Santa Rosa, CA 95401
(707) 565-6120
Kristen.Madsen@sonoma-county.org

TO: GRANTEE: Anna Trunnell
Santa Rosa City Schools
211 Ridgeway Ave
Santa Rosa, CA 95401
(707) 978-9306
atrunnell@srcs.k12.ca.us

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient's time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

17. No Third Party Beneficiaries: Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.
18. Extra or Changed Work: Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. GRANTEE expressly recognizes that, pursuant to Sonoma County Code Section 1-11, COUNTY personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of GRANTEE to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter GRANTEE shall be entitled to no compensation whatsoever for the performance of such work. GRANTEE further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the COUNTY.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first above written.

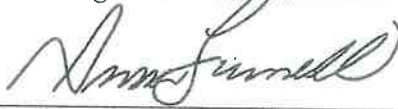
COUNTY OF SONOMA

DATE: _____

By _____
Department Head

DATE: _____

Santa Rosa City Schools
Grantee's Legal and Common Name

By 
Signature

Anna Trannell
Print Name

Superintendent
Title

EXHIBIT A

Arts Education Framework Grant (AEFG) Terms and Conditions of Award

By signing and submitting this application for the Arts Education Framework Grant, Grantee agrees to the following Terms and Conditions. If Grantee fails to comply in full with these Terms and Conditions, the Grantee shall be required to return the grant funds in part or in full, and/or will be disqualified from future funding.

1. This grant shall be used only for programs, services, and/or activities occurring within Sonoma County.
2. The grant shall be used in accordance with activities as described by Grantee's AEFG application.
3. When acknowledging funders, Grantee will acknowledge the AEFG award through the use of the County of Sonoma and Creative Sonoma logos and/or through the listing of the name.
4. All grant funds will be used within the grant period of January-June 2023. Grantee shall immediately notify Creative Sonoma if any portion of the grant funds will not be expended within this period and will promptly return any unexpended funds to Creative Sonoma unless otherwise approved in writing by Creative Sonoma.
5. At conclusion of grant-funded activities as described in Grantee's application, Grantee agrees to complete all parts of the Final Report Form provided by Creative Sonoma by June 30, 2023. Beyond the expending of grant funding, participation in the AEFG Leadership Team Cohort is expected for the duration of the funding period and through Autumn 2023.
7. Grantee agrees to provide reasonable access to Grantee's activities that are being supported by this grant to the designated Creative Sonoma Consultant for the purpose of advising and reporting on Arts Education Framework adaptation and/or planning.
8. Grantee gives permission to the County, including Creative Sonoma, to use information contained in Grantee's application for documentary and promotional purposes. This includes any and all materials with this application including copyrighted matter such as written statements and images.
9. It is the responsibility of the Grantee to notify Creative Sonoma in writing of any change in address or change of names of key staff and individuals in Grantee's organization. By signing this Agreement, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, the entity upon behalf of which he/she acted, executed it. By signing this Agreement signatory warrants and represents all Terms and Conditions of Award are accepted, that the information contained in this Agreement and in all attachments is true and correct, and that they are legally authorized to represent the organization.

Title **Santa Rosa City Schools** 10/11/2022
by Erik Ohlson in Arts Education Framework Grants 2023 id. 32826611
211 Ridgeway Ave
Santa Rosa, California
95401
CA California
United States
707 890 3890 x80306
eohlson@srcs.k12.ca.us

Original Submission 10/11/2022

SECTION I: WHO ARE YOU AND HOW DO WE COMMUNICATE WITH YOU? **Items with asterisks are required. Application must be filled out completely in order to be considered - incomplete applications will not be reviewed.**

- 1. Name of School District: **Santa Rosa City Schools**

 - 2. Physical Address (street address, city, state, zip): **211 Ridgeway Ave, Santa Rosa, CA 95401**

 - 3. Sonoma County Supervisorial District in which the Applicant is based: **3 - Chris Coursey**

 - 4. School District Main Office Phone Number: **7078903800 x80313**

 - 5. School District Superintendent Name: **Anna Trunnell**

 - 6. School District Superintendent Email Address: **atrunnell@srcs.k12.ca.us**

 - 7. Grant Project Coordinator Name: **Erik Ohlson**

 - 8. Grant Project Coordinator Title: **Visual and Performing Arts Teacher on Special Assignment**
-

9. Grant Project Coordinator Email Address eohison@srcs.k12.ca.us

10. Grant Project Coordinator Daytime Phone Number: 707 978 9306

II: INFORMATION ABOUT YOUR SCHOOL DISTRICT **Items with an asterisk are required.**

11. According to the National Center for Education Statistics site (instructions to the right), is your district defined as rural? **No, this district is NOT defined as rural.**

12. Total student enrollment in district: **15472**

13. Grade levels served in district: **TK-12**

14. Number of teachers employed in district: **921**

15. Identify the predominant racial characteristic, i.e., any category that describes 51% or more of your district population. (choose one) **Hispanic/Latinx**

16. Identify all items that pertain to 51% or more of your district population. (choose all that apply) **None of the above apply or exceed 50%**

17. Which of the following arts programs or features are currently implemented in the school district? (choose all that apply)

- Instruction in arts standards provided to all students during school day
- Instruction in arts standards offered as an elective during school day
- Arts integrated curriculum for non-arts subjects
- Before-school arts education enrichment
- After-school arts education enrichment
- Dedicated single-purpose visual arts space
- Dedicated single-purpose performing arts space
- Dedicated single-purpose digital arts space
- Dedicated multi-purpose arts space
- Professional development available for teachers in arts education
- Professional development available for teachers in arts integration
- Use of outside teaching artists or other arts education providers
- In-school performances or demonstrations by arts professionals
- Field trips to performances, museums, or other arts venues
- Annual arts night and/or arts fair
- Staff member coordinating VAPA opportunities for schools and/or district
- Other

17a.. If you checked "Other" above, briefly list those programs or features.

These features are found throughout our campuses, but each one only has a few of them available.

SECTION III: YOUR PROJECT **Items with an asterisk are required.**

18. Grant Amount Request: Districts may request up to \$7,500. Most awards will be in the \$5,000 range.

7500

19. Describe your overall vision for increased access and equity in arts education in your school district that is possible in the next five years.

After adjusting our elementary music program to offer the same opportunities across all of our traditional elementary schools, we are working to standardize offerings throughout our middle and high schools. With a focus on justice through equitable access, we want to make sure we have an arts plan which allows growth across our secondary schools while maintaining the strengths found within each of them. With this grant we can gather the last bits of information needed to finalize our draft framework for board adoption, providing the time and space necessary for stakeholders to give their input.

20. Did you receive either of the previous grants from this program? (choose one)

Yes, the 2020 Arts Education Framework Planning Grant

20B. Describe the successes and challenges you have experienced during the research, planning and/or implementation phase(s) of your strategic arts plan. What is needed to successfully implement your plan going forward?*

We have had 2 major setbacks since beginning this process, the first being the COVID-19 Pandemic in 2020 causing lockdowns and distance learning. This slowed our progress considerably and made it much more difficult to meet with stakeholders beyond our VAPA lead at the time and Karen McGahey, who was crucial in helping us start this process. The 2nd was losing our VAPA lead when they retired, which left Erik Ohlson to pick up the work on a part time basis while still teaching. In the 2021-2022 school year Erik Ohlson was made a full time Visual and Performing Arts Teacher on Special Assignment, but still needed to provide support for the Elementary Music Team which had (and still has) an open position. Due to these setbacks Erik was only able to create a draft of the plan during the 2021-2022 school year. With this grant we would have the financial support to create surveys, gather the results, and provide release time for arts teachers to help finish our framework and prepare it for school board adoption.

21. Describe the overall challenges your district currently faces, and why adapting, expanding and/or implementing a strategic arts plan could address (or is already addressing) your district's articulated priorities

Thanks to efforts in the 2021-2022 school year to review all of our arts programs across our sites, we have identified areas of strength and growth in our course offerings at our middle and high schools. Aligning this with our LCAP Goal 1: "Provide a coherent, rigorous and relevant teaching and learning program to graduate college and career ready students." We believe focusing on the areas of growth with a focus on equity and access will allow us to offer more Arts opportunities to more students across SRCS. We also want to know what kinds of arts opportunities our students want access to, and would use this arts plan to create a surveying system, allowing continual connection with our students, families, and community. Finally, this grant would allow us the final step in gaining board approval and making sure that our focus is an ongoing part of our LCAP, creating a process of submission, action, information, and revision which we can continue over future funding cycles.

22. How and by what measures will you assess the impact of this grant?

The impact of the grant will be measured through the number of actions resulting from of meetings with SRCS Arts teachers and district admin, as well as the amount of students, families, and community members surveyed. Finally, it will be measured on the speed at which we are able to finalize our current draft framework and submit it for board approval.

23. This grant requires the formation of a 5-person Leadership Team who will work together on this project within your district, and who will also meet in a county-wide cohort with all other grantees' Leadership Teams (up to three times during the funding period). If you already know some or all of your team members, please include their names and titles here.

Erik Ohlson - Visual and Performing Arts Teacher on Special Assignment
Kelley Dillion - Executive Director of Educational Services
Stacy Desideri. - Director of Student and Family Engagement
Other members to be added during the 2022-2023 school year

24. What are your current needs or ideas for how you would use this funding? (choose all that apply)

Substitute teachers to accommodate for teacher time to attend cohort trainings
Planning consultants (to develop and/or revise an arts education plan or to guide development of grantee's Leadership Team)
Other

24A. If you checked "Other," briefly describe the need or idea.

Utilizing survey tools to inform our current Draft Framework

SECTION IV:
PROJECT
UPLOADS

Items with an asterisk are required.

25. UPLOAD: Resume of Grant Project Coordinator
Erik_Ohlson_Resume_2022.pdf

26. UPLOAD: Letter of Approval from Superintendent
Arts_Framework_Grant_Letter_of_Support.pdf

27. UPLOAD: Three (3) Arts Education Work Samples from the school district, such as strategic plans, curriculum, lesson plans, arts event programs, etc.

2022_Honor_BandOrchestra_Concert_Program.pdf
SRCS_2019-2022_VAPA_Framework_Meeting_Notes.pdf
SRCS_VAPA_Framework_Strategic_Plan_DRAFT.pdf

28. How did you learn about this grant opportunity?

Sonoma County Office of Education

BEFORE YOU HIT SUBMIT: Please ensure that you have fully completed the following elements before you submit.

All questions that ask for "choose all that apply" answers have been reviewed

Uploaded three (3) separate arts education work samples in #24

Exhibit C

GRANTEE shall maintain insurance as described below unless such insurance has been expressly waived by the attachment of a Waiver of Insurance Requirements. The insurance shall be maintained for the entire term of this Agreement.

COUNTY reserves the right to review any and all of the required insurance policies and/or endorsements, but has no obligation to do so. Failure to demand evidence of full compliance with the insurance requirements set forth in this Agreement or failure to identify any insurance deficiency shall not relieve GRANTEE from, nor be construed or deemed a waiver of, its obligation to maintain the required insurance at all times during the performance of this Agreement.

1. Workers Compensation and Employers Liability Insurance

- a. Required if GRANTEE has employees.
- b. Workers Compensation insurance with statutory limits as required by the Labor Code of the State of California.
- c. Employers Liability with minimum limits of \$1,000,000 per Accident; \$1,000,000 Disease per employee; \$1,000,000 Disease per policy.
- d. Required Evidence of Insurance: Certificate of Insurance.

If GRANTEE currently has no employees, GRANTEE agrees to obtain the above-specified Workers Compensation and Employers Liability insurance should any employees be engaged during the term of this Agreement or any extensions of the term.

2. General Liability Insurance

- a. Commercial General Liability Insurance on a standard occurrence form, no less broad than Insurance Services Office (ISO) form CG 00 01.
- b. Minimum Limits: \$1,000,000 per Occurrence; \$2,000,000 General Aggregate; \$2,000,000 Products/Completed Operations Aggregate. The required limits may be provided by a combination of General Liability Insurance and Commercial Umbrella Liability Insurance. If GRANTEE maintains higher limits than the specified minimum limits, COUNTY requires and shall be entitled to coverage for the higher limits maintained by GRANTEE.
- c. Any deductible or self-insured retention shall be shown on the Certificate of Insurance. If the deductible or self-insured retention exceeds \$25,000 it must be approved in advance by COUNTY. GRANTEE is responsible for any deductible or self-insured retention and shall fund it upon COUNTY's written request, regardless of whether GRANTEE has a claim against the insurance or is named as a party in any action involving the COUNTY.
- d. County of Sonoma, its Officers, Agents and Employees shall be endorsed as additional insureds for liability arising out of GRANTEE's operations. (ISO endorsement CG 20 26 or equivalent).
- e. The insurance provided to the additional insureds shall be primary to, and non-contributory with, any insurance or self-insurance program maintained by them.

- f. The policy definition of “insured contract” shall include assumptions of liability arising out of both ongoing operations and the products-completed operations hazard (broad form contractual liability coverage including the “f” definition of insured contract in ISO form CG 00 01, or equivalent).
- g. The policy shall cover inter-insured suits between COUNTY and GRANTEE and include a “separation of insureds” or “severability” clause which treats each insured separately.
- h. Required Evidence of Insurance:
 - i. Copy of the additional insured endorsement or policy language granting additional insured status; and
 - ii. Certificate of Insurance.

3. Automobile Liability Insurance

- a. Minimum Limits: \$1,000,000 combined single limit per accident.
- b. Insurance shall apply to all owned vehicles if GRANTEE owns vehicles.
- c. Insurance shall apply to hired and non-owned vehicles.
- d. Required Evidence of Insurance: Certificate of Insurance.

4. Standards for Insurance Companies

Insurers, other than the California State Compensation Insurance Fund, shall have an A.M. Best's rating of at least A:VII.

5. Documentation

- a. The Certificate of Insurance must include the following reference: Creative Sonoma Arts Education Framework Grant.
- b. All required Evidence of Insurance shall be submitted prior to the execution of this Agreement. GRANTEE agrees to maintain current Evidence of Insurance on file with COUNTY for the required period of insurance.
- c. The name and address for Additional Insured endorsements and Certificates of Insurance is: County of Sonoma, its Officers, Agents and Employees, 141 Stony Circle, Ste. 110, Santa Rosa, CA 95401.
- d. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy.
- e. GRANTEE shall provide immediate written notice if: (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased.
- f. Upon written request, certified copies of required insurance policies must be provided within thirty (30) days.

6. Policy Obligations

GRANTEE's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Checklist of Grantee Requirements	Deadline
1. AGREEMENT	December 9, 2022
2. LIABILITY INSURANCE CERTIFICATE	December 9, 2022
3. WORKER'S COMPENSATION CERTIFICATE (if applicable)	December 9, 2022
4. LIVING WAGE QUESTIONNAIRE	December 9, 2022
5. INVOICE #1 (template attached)	Submit with signed agreement
6. THANK YOU LETTER (template attached)	December 9, 2022
7. LEADERSHIP COHORT MEETINGS	Autumn 2023
8. PLANNING GRANT ACTIVITY REPORT	June 30, 2023
9. INVOICE #2 (template attached)	Submit with Final Report