



KUTA SOFTWARE

6308 Holland Meadow Lane | Gaithersburg, MD 20882-1236
877.563.2285 | Fax: 866.740.7994 | orders@kutasoftware.com

Price Quote #13225

This quote is good for 45 days

03/13/23

For:

Santa Rosa City Schools
Attn: Accounts Payable
211 Ridgway Ave
Santa Rosa, CA 95401-4386

Qty	Item Code	Description	Each	Total
1	D/L - IPA - Site	Elsie Allen High School Infinite Pre-Algebra - Three-year license for one campus of one school D/L, 1-PAM7-....-.....-FAJA (BEING RENEWED)	400.00	400.00
1	D/L - IA1 - Site	Infinite Algebra 1 - Three-year license for one campus of one school D/L, 1-A1M5-....-.....-MC7B (BEING RENEWED)	400.00	400.00
1	D/L - IGE - Site	Infinite Geometry - Three-year license for one campus of one school D/L, 1-GEM2-....-.....-27UJ (BEING RENEWED)	400.00	400.00
1	D/L - IA2 - Site	Infinite Algebra 2 - Three-year license for one campus of one school D/L, 1-A2MV-....-.....-HK2P (BEING RENEWED)	400.00	400.00
1	D/L - IPC - Site	Infinite Precalculus - Three-year license for one campus of one school D/L, 1-PCMV-....-.....-V3N2 (BEING RENEWED)	400.00	400.00
1	D/L - ICA - Site	Infinite Calculus - Three-year license for one campus of one school D/L, 1-CAMW-....-.....-C9G6 (BEING RENEWED)	400.00	400.00
	Renewal Discount	Discount for renewing software	0.00	-920.00
1	D/L - IPA - Site	Montgomery High School Infinite Pre-Algebra - Three-year license for one campus of one school D/L, 1-PAMT-....-.....-A94P (BEING RENEWED)	400.00	400.00
1	D/L - IA1 - Site	Infinite Algebra 1 - Three-year license for one campus of one school D/L, 1-A1MJ-....-.....-U1S1 (BEING RENEWED)	400.00	400.00
1	D/L - IGE - Site	Infinite Geometry - Three-year license for one campus of one school D/L, 1-GEM6-....-.....-A0WE (BEING RENEWED)	400.00	400.00
1	D/L - IA2 - Site	Infinite Algebra 2 - Three-year license for one campus of one school D/L, 1-A2MG-....-.....-P80D (BEING RENEWED)	400.00	400.00
1	D/L - IPC - Site	Infinite Precalculus - Three-year license for one campus of one school D/L, 1-PCMK-....-.....-WPM7 (BEING RENEWED)	400.00	400.00
1	D/L - ICA - Site	Infinite Calculus - Three-year license for one campus of one school D/L, 1-CAMP-....-.....-RVCN (BEING RENEWED)	400.00	400.00
	Renewal Discount	Discount for renewing software	0.00	-920.00
Total				

Purchase orders are welcome

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211 Ridgway Ave
Santa Rosa, CA 95401-4386

Qty	Item Code	Description	Each	Total
1	D/L - IPA - Site	Piner High School Infinite Pre-Algebra - Three-year license for one campus of one school D/L, 1-PAMJ-.....-CUVK (BEING RENEWED)	400.00	400.00
1	D/L - IA1 - Site	Infinite Algebra 1 - Three-year license for one campus of one school D/L, 1-A1M5-.....-U7KC (BEING RENEWED)	400.00	400.00
1	D/L - IGE - Site	Infinite Geometry - Three-year license for one campus of one school D/L, 1-GEMB-.....-ENB0 (BEING RENEWED)	400.00	400.00
1	D/L - IA2 - Site	Infinite Algebra 2 - Three-year license for one campus of one school D/L, 1-A2M5-.....-NN4T (BEING RENEWED)	400.00	400.00
1	D/L - IPC - Site	Infinite Precalculus - Three-year license for one campus of one school D/L, 1-PCMA-.....-CH3R (BEING RENEWED)	400.00	400.00
1	D/L - ICA - Site	Infinite Calculus - Three-year license for one campus of one school D/L, 1-CAMT-.....-MHPF (BEING RENEWED)	400.00	400.00
	Renewal Discount	Discount for renewing software	0.00	-920.00
1	D/L - IPA - Site	Santa Ros High School Infinite Pre-Algebra - Three-year license for one campus of one school D/L, 1-PAMU-.....-QPBF (BEING RENEWED)	400.00	400.00
1	D/L - IA1 - Site	Infinite Algebra 1 - Three-year license for one campus of one school D/L, 1-A1M8-.....-WCMV (BEING RENEWED)	400.00	400.00
1	D/L - IGE - Site	Infinite Geometry - Three-year license for one campus of one school D/L, 1-GEM0-.....-9UVN (BEING RENEWED)	400.00	400.00
1	D/L - IA2 - Site	Infinite Algebra 2 - Three-year license for one campus of one school D/L, 1-A2M7-.....-50W6 (BEING RENEWED)	400.00	400.00
1	D/L - IPC - Site	Infinite Precalculus - Three-year license for one campus of one school D/L, 1-PCMW-.....-91DQ (BEING RENEWED)	400.00	400.00
1	D/L - ICA - Site	Infinite Calculus - Three-year license for one campus of one school D/L, 1-CAMW-.....-DA7R (BEING RENEWED)	400.00	400.00
	Renewal Discount	Discount for renewing software	0.00	-920.00
Total				

Purchase orders are welcome

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03/13/23

For:

Santa Rosa City Schools
Attn: Accounts Payable
211 Ridgway Ave
Santa Rosa, CA 95401-4386

Qty	Item Code	Description	Each	Total
1	D/L - IA1 - Site	Maria Carrillo High Infinite Algebra 1 - Three-year license for one campus of one school D/L, 1-A1MP-....-....-4ENU (BEING RENEWED)	400.00	400.00
1	D/L - IGE - Site	Infinite Geometry - Three-year license for one campus of one school D/L, 1-GEMV-....-....-RDP7 (BEING RENEWED)	400.00	400.00
1	D/L - IA2 - Site	Infinite Algebra 2 - Three-year license for one campus of one school D/L, 1-A2M2-....-....-00BE (BEING RENEWED)	400.00	400.00
1	D/L - IPC - Site	Infinite Precalculus - Three-year license for one campus of one school D/L, 1-PCMH-....-....-CUHU (BEING RENEWED)	400.00	400.00
1	D/L - ICA - Site	Infinite Calculus - Three-year license for one campus of one school D/L, 1-CAMP-....-....-DMNG (BEING RENEWED)	400.00	400.00
1	D/L - IPA - Site	Infinite Pre-Algebra - Three-year license for one campus of one school D/L, 1-PAME-....-....-K344 (BEING RENEWED)	400.00	400.00
	Renewal Discount	Discount for renewing software	0.00	-920.00
		smartinez@srcs.k12.ca.us		
		Sales Tax Not Collected	0%	0.00
			Total	\$7,400.00

Purchase orders are welcome

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All prices are in US Dollars

Pay online at kutasoftware.com/pay



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and The Santa Rosa Metro Chamber, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

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

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

Contract is: New X Renewal Addendum Amendment

Number of Individuals Served: Up to 100 SRCS and Roseland rising 9th graders

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 3/17/23

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Proposed Contract Start Date: March 30, 2023 Proposed Contract End Date: June 30, 2023
Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

(a) DISTRICT's Responsibilities and Duties:

SRCS will provide the following for the Mike Hauser Academy:

- Hire up to 9 teachers, up to 3 classified staff, and provide bus drop off and pick-up locations for the program (Comstock Middle School, Santa Rosa Middle School, Rincon Valley Middle School, Elsie Allen High School).
- Run program from June 13 - 30, 2023 from 8:30AM - 1:30PM, Tuesday - Friday.
- Provide three days of professional development for each teacher to plan curriculum with assigned partnering business.
- Provide a school facility for an orientation meeting to participating students and parents/guardians on a evening in May, 2023.
- Provide an administrator/s to assist with running the program.
- Set-up Google classroom for each teacher, track attendance, transcripts, cohort groups and data.
- Recruit 8th grade students
- Provide 5 High School Elective Credits to students who complete the program.
- Work in partnership with Santa Rosa Metro Chamber and partnering businesses.
- Provide breakfast for students through the Child Nutrition Services
- Assist in organizing a graduation ceremony on June 30, 2023.
- Provide demographic data regarding number of students qualified for free/reduced lunch, student ethnicity (reported race) and student language status (ELI, RFEP, EO).

(b) CONTRACTOR's Responsibilities and Duties:

The Santa Rosa Metro Chamber will provide the following for the Mike Hauser Academy:

- Provide an orientation meeting to participating students and parents/guardians on a evening in May, 2023.
- Provide materials for all students and staff.
- Facilitate a one day planning for teachers.
- Identify a minimum of 8 partnering businesses.
- Provide transportation to and from school sites and partnering business locations.
- Organize a graduation ceremony on June 30, 2023 to include speakers, certificates, food, invitations, and other graduation ceremony items.
- Businesses or Metro Chamber to provide lunch.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on March 30, 2023, 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 ZERO Dollars (\$0.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

No payment to Santa Rosa Metro Chamber; cost is associated with teacher and classified salary. The total cost for salary is dependent on the number of staff hired.

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?):

Santa Rosa Metro Chamber will provide:

- Pre and Post interest comparison survey

SRCS will track students as compared to their classmates who were not enrolled in the Mike Hauser Academy to determine impact on:

- Number of students enrolled in STEM classes in high school.
- Number of students pursuing College and Career in a STEM field pathway
- Attendance
- Grades
- Graduation rate and a-g completion

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. **Termination:**

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

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

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

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

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

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

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

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

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

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

which either party may give notices or demands may be **changed** by written notice given in **accordance** with the notice provisions of this section. At the date of this **CONTRACT**, the **addresses** of the parties are as follows:

DISTRICT:

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

CONTRACTOR:

Name: Santa Rosa Metro Chamber
Street: 50 Courthouse Square. 110
City/State/Zip: Santa Rosa, CA 95404
Phone: 707-545-1414
Email: peterr@santarosametrochamber.com

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

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

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

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

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

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

DISTRICT

Signature: _____
Lisa Cavin
Associate Superintendent
mmartin@srecs.k12.ca.us
707-890-3800 x80201

AUTHORIZED SIGNER or CONTRACTOR

Signature: _____
Print Name: Peter Rensie
Title: CEO
Email: peterr@santarosametrochamber.com
Phone: 707-545-1414

ADDENDUM TO CONTRACT

Between

Boys & Girls Club of Sonoma-Marin

And

Santa Rosa City Schools

This addendum to the original contract with Boys & Girls Clubs of Sonoma-Marin approved on 8/10/22 (and is supplemental to the addendum contract approved by the BOE on 2.22.2023, which increased the original contract from \$700,000 to \$745,920), will provide additional enrichment activities to elementary school students in Santa Rosa City Schools during the 2023 summer school program. Additional services will include 6 weeks (June 5th - July 14th, excluding June 19th and July 4th) of enrichment activities during K-6 Summer Academy summer school program, from 11:30-5:30 each day, for a total of 250 students. Students will participate in the Boys & Girls Club program, after spending mornings (8:00 - 12:30) on academic enrichment (primarily focused on building students' reading and writing skills).

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 \$1,176,420 dollars (\$). This is an increase of \$430,500.

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

_____.

Contractor's Name

By: Michelle Heery

Michelle Heery
Executive Vice President

Date: February 27, 2023

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Lisa Cavin
Associate Superintendent

Date: _____



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and LandPaths, 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

Funding Source: 01-3010-0-1157-1000-5880-118-5197-\$25,000 / 01-3010-0-1157-1000-5180-118-5197 \$35,400
01-3010-0-1157-1000-5880-248-5197=25,000 / 01-3010-0-1157-1000-5180-248-5197 \$1920.00

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Approx. 216 students

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

Departmental Approval**: _____ Date: 3/9/23
**Signature-DISTRICT OFFICE DEPT.

Contract Created by: Kelley Dillon, Executive Director, Ed Services Phone #: 890-3800
Name of SRCS employee AND dept. or school site ext. 80304

Proposed Contract Start Date: March 30, 2023 Proposed Contract End Date: July 31, 2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

Verified by: _____

Date: _____

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

1. Support the coordination of weeklong camp participation of SRCS students, ages 6-13, to LandPaths outdoor education locations, including working with school site administration on invites to students
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 and implement six weeklong camps for students from Santa Rosa City Schools, including **communicating** with district personnel, families and West County Transportation as needed.
 - a. Week 1: June 5-9 @ Bohemia Ecological Preserve
 - b. Week 2: June 12-16 @ Bohemia Ecological Preserve
 - c. Week 3: June 26-30 @ Preston's Farm
 - d. Week 4: July 10-14 @ Preston's Farm
 - e. Week 5: July 17-21 @ Duckworth Family Farm
 - f. Week 6: July 24-28 @ Duckworth Family Farm
2. Coordinate with landowners and land/resource management agencies
3. Provide highly trained outdoor education staff, as well as necessary tools and materials needed to implement safe and engaging outdoor camp programs for youth
4. Follow and communicate with District regarding any agreed upon safety protocols
5. Communicate with families and support the process of registration with parents/guardians
6. Providing staffing at central location (Helen Lehman School) for bus pick up and drop off

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on March 30, 2023, and will continue through July 31, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed eighty-six thousand, four hundred dollars (\$86,400). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

SRCS will pay LandPaths \$400 per student who attends with a maximum number of seats in camp capped at 36 per week for a total not to exceed \$86,400. Payment will be made upon invoice and after services are provided.

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. 216 SRCS students, ages 6-13, will attend a weeklong outdoor LandPaths camp at one of our county's open space locations.
2. 90% of parents will report that attending LandPath's camp had a positive impact on their child's social-emotional well-being.
3. 90% of parents will report that their child expressed enthusiasm for attending camp each day.

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

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

AUTHORIZED SIGNER OR CONTRACTOR

Signature: _____

Signature: 

Lisa Cavin

Print Name: Craig Anderson

Associate Superintendent

Title: Executive Director

mmartin@srs.k12.ca.us

Email: craig@landpaths.org

707-890-3800 x 80201

Phone: 707-480-3760



**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 EXCEL for Youth and Sonoma State University of behalf of the School of Extended and International Education , hereinafter referred to as “CONTRACTOR”.

SITE/DEPARTMENT USE ONLY

Check one of the following:

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

Funding Category: Base Supplemental Concentration

Restricted: _____ Other ELOG _____

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Max 400 students _____

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

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

Contract Created by: Kelley Dillon, Educational Services **Phone #:** 890-3800 ext. 80304
 Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: March 30, 2022 **Proposed Contract End Date:** June 30, 2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

Verified by: _____ Date: _____
 Joel Dontos, Director, Business Services

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District will collaborate with SSU EXCEL for Youth in offering summer classes to SRCS students. This will include:

- Providing 1 SRCS staff for the 2-week program: June 12-23
- Provide a school site at which to offer classes to SRCS students – Helen Lehman Elementary
- Provide lunch for students during program
- Promote the program
 - Distribute marketing materials (i.e., catalog) and registration forms
- Incorporate policies and forms provided by EXCEL for Youth for registration, student packets, and tracking
- Register students
- Provide rosters, contact information, and medical history forms (special needs, if applicable) to EXCEL for Youth at least two weeks prior to start date.
- Meet via phone and/or on-site with EXCEL program coordinator and EXCEL staff as needed
- Share in the fielding of inquiries and emails
- Follow all safety protocols related to COVID-19 as reviewed and approved by district's COVID Coordinator

(b) CONTRACTOR's Responsibilities and Duties:

EXCEL for Youth and the Sonoma State School of Extended and International Education will provide and pay for the following:

- Instructors
- Class Materials and Supplies
- Staffing (EXCEL Program Coordinator, On-site Coordinator and 1 EXCEL staff assistant)
- T-shirts (one for each student participant)
- Generate and provide schedule of classes & support, as needed, the registration process
- Provide policies and forms to SRCS District for registration and coordination purposes
- Meet via phone and/or on-site with SRCS staff and administrators as needed
- Share in the fielding of inquiries and emails
- Provide marketing materials for copying and distribution
- Support SSU staff in the process of district clearance, for example fingerprinting
- Follow all safety protocols related to COVID-19 as reviewed and approved by district's COVID Coordinator

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

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One Hundred Four Thousand Dollars (\$104,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The District shall pay the Independent Contractor upon receipt of an invoice after the completion of

the services described above.

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?):

- 400 students, currently in grades 3rd-7th, will have the opportunity to be enrolled in a summer class offering
- 400 students will have the opportunity to engage in a 3-hour class that supports content standards in an interactive, engaging learning environment

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 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 (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 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 program class materials and supplies and 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 program class materials and supplies and services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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

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. District understands that Contractor is a California State University and is therefore subject to the California Public Records Act.

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
707-528-5381
dmartin@srcs.k12.ca.us

CONTRACTOR:

Sonoma State University
1801 E. Cotati Avenue
Rohnert Park, CA 94928
707-664-3239
Trudee.herman@sonoma.edu

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 March, 2023

DISTRICT

By: _____
Signature

Lisa Cavin

Typed Name

Associate Superintendent Business Services

Title

707-890-3800 x 80201

Telephone Number

CONTRACTOR

By: *Trudee Herman*

Signature

Trudee Herman

Typed Name

Contract Specialist

Title

707-664-3239

Telephone Number



**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

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

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01 - 7425 0 - 1157 1000 5800 118 ELOG 30%
01 - 7425 0 - 1157 1000 5800 248 ELOG 70%

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

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

Contract is: New X Renewal Addendum Amendment

Number of Individuals Served: approx. 200 students

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 3/14/23

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Proposed Contract Start Date: March 30, 2023 Proposed Contract End Date: July 31, 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: _____

Fiscal Services Authorizer

Date: _____

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District will:

1. Promote the summer arts programs offered in collaboration with Luther Burbank Center for the Arts
2. Provide space for the summer arts programs at Comstock Middle School ensuring spaces are clean and ready for use
3. Provide breakfast and lunch through Child Nutritional Services

(b) CONTRACTOR's Responsibilities and Duties:

Luther Burbank Center will:

1. Be responsible for the planning, organization and administration of the summer programs to be held at the Comstock campus
2. Train and provide all teachers and support staff for the program
3. Promote the program to the public
4. Facilitate application and registration process for students and confirm placement with families, prioritizing SRCS students' enrollment
5. Coordinate logistics and provide funding for end of program reception & performance to be held at the Luther Burbank Center for the Arts
6. Provide post-program demographic and attendance data

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on March 30, 2023, and will continue through July 31, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Forty-five Thousand, Seven Hundred Forty-Three Dollars and Three Cents (\$45,743.03). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment will be made upon invoice and after services have been provided, not to exceed \$45,743.03.

Fee for 6 LBC Art Camps for approx. 200 SRCS students = \$50,000

- Cost of Comstock gym floor repair from 2022 Summer Camps - \$ 4,256.97

Total Contract Cost = \$45,743.03

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?):

Metrics that will be collected will include:

1. Attendance data – How many SRCS students attended the program?
2. School site representation – Which school sites were represented?
3. High School Elective Credit – How many students received high school elective credits for successfully participating?

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

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Luther Burbank Center for the Arts

Street: 50 Mark West Springs Rd

City/State/Zip: Santa Rosa, CA 95403

Phone: 707-800-7529

Email: tsawyer@lutherburbankcenter.org

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 11th DAY OF March, 2023.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Lisa Cavin

Associate Superintendent, Business Services

mmartin@srcs.k12.ca.us

707-890-3800 x80201

Signature:



Print Name: Ashleigh Worley

Title: Director, Education & Community Engagement

Email: aworley@lutherburbankcenter.org

Phone: 707-800-7528

Agreement for Consulting Services

Sonoma County Office of Education

This Agreement ("Agreement"), made this 6th day of, March 2023, by and between the Sonoma County Office of Education, a political subdivision of the State of California ("SCOE") and, Santa Rosa City Schools, a duly qualified consultant in the area(s) summer camp and childcare ("Consultant").

SCOE and Consultant hereby agree as follows:

1. Scope of Services:
Consultant **agrees** to provide services to SCOE as set forth in **Attachment A**.
2. Contract Documents:
The contract documents consist of the Agreement for Consulting Services, the following General Provisions, any attachments, and completed insurance forms.
3. Compensation:
As full compensation for all services contemplated by this Agreement, Consultant shall be recompensed as set forth in **Attachment B**.
4. Term of Agreement:
The term of this Contract shall be 6/12/23 to 6/23/23 inclusive, subject to the provisions of Section 11 of the General Provisions.

In witness whereof, the parties hereto have executed this Agreement on the day and year first written above.

Sonoma County Office of Education

s/ 

Name Jennie Snyder
Title Deputy Superintendent
Sonoma County Office of Education
5340 Skylane Boulevard
Santa Rosa, CA 95403

Consultant

s/ 

Name Michael J. Reimer, Ed.D.
Title Director of Expanded Learning Programs
TIN _____
Santa Rosa City Schools
211 Ridgeway Ave.
Santa Rosa, CA. 95401

Note: Federal Internal Revenue regulations require this office to report all payments to individuals for consultant services. Please submit a completed Form W-9 with the finalized Agreement.

GENERAL PROVISIONS

1. Consultant's Warranty: SCOE has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby warrants that all its work will be performed in accordance with generally accepted professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SCOE shall not operate as a waiver or release.
2. Status of Consultant: The parties intend that Consultant, in performing the services herein specified, shall act as an independent consultant and shall have control of the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of SCOE and is not entitled to participate in any pension plans, insurance, bonus or similar benefits SCOE provides its employees.
3. Conflict of Interest: Consultant represents that it presently has no interest which would conflict in any manner or degree with the performance of services contemplated by this Agreement. Consultant further represents that in the performance of this Agreement, no person having such interest will be employed. If Consultant participates in the planning, development, or negotiation of a contract for SCOE, Consultant may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090. Section 1090 violations include, but are not limited to, entering into a contract to perform any part of a project if Consultant assisted SCOE in preparing the plans and specifications for that project.
4. Extra (Changed) Work: Only the Superintendent may authorize extra (and/or changed) work. The parties expressly recognize that SCOE and school personnel are without authorization to either order extra (and/or changed) work or waive contract requirements. Failure of the Consultant 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 Consultant thereafter shall be entitled to no compensation whatsoever for the performance of such work.
5. Nondiscrimination: Consultant 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 Agreement are incorporated by this reference.
6. Transfer of Rights: Consultant assigns to SCOE all rights throughout the work in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications now or later prepared by Consultant in connection with the project, if any. Consultant agrees to take such actions as are necessary to protect the rights assigned to SCOE in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this contract include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as Consultant may direct, and refraining from disclosing any versions of the plans and specifications to any third party without first obtaining written permission of SCOE.
7. Ownership of Work Product: SCOE shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any design computations, plans, correspondence or other pertinent data and information gathered or computed by Consultant prior to termination of this Agreement by SCOE or upon completion of the work pursuant to this Agreement.
8. Indemnification:

- (a) Consultant shall indemnify, defend with counsel acceptable to SCOE, and hold harmless to the full extent permitted by law, SCOE and its Board of Education, 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 Consultant's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of SCOE. 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 Consultant or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) Consultant shall be liable to SCOE for any loss or damage to SCOE property arising from or in connection with Consultant's performance hereunder.
9. Insurance: With respect to the performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:
- (a) Required Not Required
 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 SCOE."
- (b) Required Not Required
 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 consultant's liability, and personal injury liability.
- (c) Required Not Required
 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) SCOE, 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 Agreement.
- (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 SCOE with respect to any insurance or self-insurance programs maintained by SCOE and no insurance held or owned by SCOE 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 SCOE.

(e) Required Not Required

Professional Liability (Errors and Omissions) Insurance for all activities of the Consultant arising out of or in connection with this Agreement 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 SCOE."

(f) Documentation: The following documentation shall be submitted to the SCOE:

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

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

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

(g) Policy Obligations: Consultant's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

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

10. Method and Place of Giving Notice, Submitting Bills and Making Payments: All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notice, bills and payments sent by mail shall be addressed as follows:

SCOE

Sonoma County Office of Education
5340 Skylane Blvd.
Santa Rosa, CA 95403
Attention: Kasey Deis
Phone: 707-524-2813
Email: kdeis@@scoe.org

Consultant

Santa Rosa City School _____
211 Ridgeway Ave _____
Santa Rosa, CA. 95401 _____
Attention: Michael J. Reimer, Ed.D. _____
Phone: 707-899-6112 (cell) _____
Email: mreimer@sres.k12.ca.us

and when so addressed, shall be deemed given upon receipt via United States Mail, postage prepaid, provided it is forwarded certified, or registered with proof of receipt. In all other instances, notices, bills, and payments shall be deemed given at the time of actual personal delivery. Changes may be made in names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

11. Termination:

- (a) SCOE may terminate this Agreement by giving thirty (30) calendar days written notice to Consultant. In the event SCOE elects to terminate the Agreement without cause, it shall pay Consultant for services 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 Agreement, either party may terminate this Agreement by giving written notice of such termination, stating the reason for such termination. In such event, Consultant 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 damage, if any, sustained by SCOE by virtue of any breach of the Agreement by Consultant.

12. Security. By execution of the Agreement/Contract, the Consultant acknowledges that Education Code section 45125.1 applies to contracts for the provision of school and classroom janitorial, school site administrative, school site grounds and landscape maintenance, pupil transportation and school site food-related services. Section 45125.1 requires that employees of entities providing such services to schools must be fingerprinted by the California Department of Justice for a criminal records check, unless SCOE determines that the Consultant and Consultant's employees will have limited contact with pupils. In making this determination, SCOE will consider the totality of the circumstances, including factors such as the length of time the Consultant and Consultant's employees will be on school grounds, whether pupils will be in proximity with the site where the Consultant and Consultant's employees will be working, and whether the Consultant and Consultant's employees will be alone or with others. SCOE further reserves the right to determine, on a case-by-case basis, to require any entity providing school site services to comply with the requirements of this paragraph.

(a) SCOE Determination of Fingerprinting Requirement Application

SCOE has considered the totality of the circumstances concerning the Project and has determined that the Consultant and Consultant's employees:

are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (b) below, is applicable.

are not subject to the fingerprinting requirements of Education Code section 45125.1 and Paragraph (c) below, is applicable.

- (b) If SCOE has determined that fingerprinting is required, the Consultant expressly acknowledges that: (1) Consultant and all of Consultant's employees working on the school site must submit or have submitted fingerprints in a manner authorized by the Department of Justice, together with the requisite fee as set forth in Education Code section 45125.1; (2) Consultant shall not permit any employee to come in contact with students until the Department of Justice has ascertained that the employee has not been convicted of a serious or violent felony; (3) Consultant shall certify in writing to the County Superintendent of Schools that none of its employees who may come in contacts with students have been convicted of a serious or violent felony; and (4) Consultant shall provide to the County Superintendent of Schools a list of names of its employees who may come in contact with students. The Consultant is required to fulfill these requirements at its own expense.

- (c) Even if SCOE has determined that fingerprinting is not required, the Consultant expressly acknowledges that the following conditions shall apply to any work performed by the Consultant and/or Consultant's employees on a school site: (1) Consultant and Consultant's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Consultant and Consultant's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location, Consultant and Consultant's employees shall not change locations without contacting the school office; (4) Consultant and Consultant's employees shall not use student restroom facilities; and (5) If Consultant and/or Consultant's employees find themselves alone with a student, Consultant and Consultant's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.
13. Due Performance: Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may, in writing, demand adequate assurance of due performance and until such written assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received.
14. Taxes: Consultant agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this Agreement. In case SCOE is audited for compliance regarding any applicable taxes, Consultant agrees to furnish SCOE with proof of payment of taxes on those earnings.
15. Dispute Resolution: The parties agree to make a good faith effort to resolve any dispute arising from or relating to this Agreement through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.
16. Choice of Law and Venue: This Agreement shall be governed by California law, and venue shall be in the Superior Court of the County of Sonoma, California, and no other place.
17. 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. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
18. Assignment/Delegation: Neither party hereto shall assign, sublet or transfer any interest in this Agreement or any duty hereunder without written consent of the other, and no assignment shall be of any force or effect whatsoever unless and until the other party shall have so consented.
19. No Third-Party Beneficiaries: There are no intended third-party beneficiaries to this Agreement.
20. No Waiver of Breach: The waiver by SCOE of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.
21. Force Majeure: If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of

the party delayed, excluding financial inability (“Force Majeure Event”), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.

22. Severability: If any provision of this Agreement is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the Agreement shall remain in full force and effect.
23. Headings: The headings in this Agreement are included for convenience only and shall neither affect the construction or interpretation of any provision in this Agreement nor affect any of the rights or obligations of the parties to this Agreement.
24. Execution in Counterparts: This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
25. Authorization: Each individual executing this Agreement, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this Agreement constitutes the legally binding obligation of the entity which he/she represents.
26. Attachments: The following Attachments, attached hereto, are incorporated herein by reference:

Attachment A – Scope of Services
Attachment B – Compensation

Attachment A
SCOPE OF SERVICES

Consultant shall provide services to SCOE as follows:

On June 12th - June 15th, 2023, and June 20th-23rd, 2023, the Santa Rosa City Schools Summer Programs will provide classroom space for Sonoma County Office of Education staff to facilitate a Math Lab Classroom for 5 hours daily, during SRCS Summer Camp/Childcare hours of operation with students enrolled in summer programs through Santa Rosa City Schools District. SRCS staff will provide supervision and childcare services to students before/after Math Lab sessions as agreed upon by families enrolled in SRCS summer programming at district sites.

SCOE shall provide the following services:

SCOE staff will design and facilitate a Math Lab Classroom for 5 hours daily, during Summer Camp/Childcare hours of operation with students enrolled in programming with Santa Rosa City Schools District. SCOE employees will coordinate scheduling and student enrollment in Math Lab activities with SRCS Summer Program staff.

**Attachment B
COMPENSATION**

SCOE shall compensate Consultant for the services provided pursuant to this Agreement as follows:

No compensation shall be provided. Neither Party shall owe any payment to the other Party due to activities undertaken under this Agreement.

Attachment C
ADDITIONAL INDEMNIFICATION

Additional Indemnification:

- (a) SCOE shall indemnify, defend with counsel acceptable to Consultant, and hold harmless to the full extent permitted by law, Consultant and its Board of Education, 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 SCOE's performance of the project or its failure to comply with any of its obligations contained in these contract documents, except such Liability cause by the active negligence, sole negligence or willful misconduct of Consultant. 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 SCOE or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- (b) SCOE shall be liable to Consultant for any loss or damage to Consultant property arising from or in connection with SCOE's performance.



Letter of Agreement between Cardea Services and Santa Rosa City Schools

This letter of agreement (LOA) sets forth the scope of work established by Santa Rosa City Schools (Client) and Cardea Services (Consultant) in the development and implementation of professional learning specific to the Rights, Respect, and Responsibility (3rs) curriculum for educators responsible for implementing California Healthy Youth Act (CHYA) compliant sexual health instruction. This scope of work will be implemented in the 2022-2023 school year. Fees for professional learning and capacity development will not exceed \$3,645.

Consultant will provide:

- One day of professional learning for High School and Middle School Teachers responsible for CHYA compliant Sexual Health Education, not to exceed \$3000.00
- Parent Information and Curriculum Review Sessions (one 90-min session for Middle and High School families in English), not to exceed \$645

Client will:

- Schedule needed time with teachers and other district staff and faculty in the implementation of this scope of work
- Meet with Cardea regularly to guide the scope of work

Compensation:

Additional services provided by Consultant will be supported by existing grant funds. Any services that may require a separate fee, outside of the range of grant supported services, will be covered under a separate LOA.

Invoices will be forwarded to:

Samuel Martinez
7-12 Director, Educational Services
Santa Rosa City Schools
smartinez@srcs.k12.ca.us

Remittance should be sent to:

Cardea Services
Attn: Accounts Receivable
1809 Seventh Avenue, Suite 600
Seattle, WA 98101-1341

General Terms

Confidential Information: Consultant recognizes that during its work it may have access to certain information not generally known to the public relating to Client, Client's personnel, students or parents. Consultant agrees that this information is confidential and that such information (collectively referred to as "Confidential Information") shall be held in strict confidence and not disclosed or used at any time except to accomplish the services or otherwise as authorized in writing. Consultant acknowledges and agrees that all such Confidential Information may not be used outside of the course of providing services



under this Agreement. Notwithstanding this provision, Consultant may disclose Confidential Information pursuant to a subpoena or court order, if Consultant provides Client with reasonable prior notice of such subpoena or court order so that Client may challenge such subpoena or court order. Consultant agrees to return or destroy Confidential Information upon the termination of the engagement of services hereunder.

Mutual Indemnification: Consultant hereby agrees to defend, indemnifies, and hold Client harmless from, any and all claims, demands, assessments, losses, costs, fees, liabilities, expenses, damages or injuries, including taxes, interest and penalties arising out of or related to: (1) any intentionally wrongful act of Consultant; (2) Consultant’s status as an independent contractor; or (3) Consultant’s breach of its obligations or covenants contained in this Agreement.

Client shall defend, indemnify and holds Consultant harmless from, any and all claims, demands, assessments, losses, costs, fees, liabilities, expenses, damages or injuries, including taxes, interest and penalties arising out of or related to: (1) any intentionally wrongful act of Client; or (2) Client’s breach of its obligations or covenants contained in this Agreement.

Insurance Requirements: Consultant shall obtain and maintain General Liability (GL) insurance for a minimum of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate using an occurrence form. Client may be included as Additional Insured upon request.

Authorization/Agreement Duration/Termination Provision

The agreement terminates on June 30, 2023.

We, the undersigned, agree to the foregoing:

For Santa Rosa City Schools

Roderick Castro, Asst. Supt

Name and Title

[Handwritten Signature]

Signature

1/6/23

Date

68-0180139

Tax Identification Number

For Cardea Services

Wendy Nakatsukasa-Ono, President/CEO

[Handwritten Signature]

Signature

December 7, 2022

Date

94-2401949

Tax Identification Number



Addendum to the Letter of Agreement between Cardea Services and Santa Rosa City Schools

This addendum builds on the scope of work (SOW) outlined in the letter of agreement (LOA), fully executed by Santa Rosa City Schools (Client) and Cardea Services (Consultant), on January 6, 2023. This expanded SOW will be implemented in the 2022-2023 school year. Fees for the expanded SOW will not exceed \$2,505.00.

Consultant will provide:

- An additional Parent Information and Curriculum Review Session, not to exceed \$645. (one more 90-min session for Middle and High School families in English. Original LOA had one session and we will offer two in total.)
- One two-hour optional Refresher Workshop Training for Teachers who were trained in January (per teacher request), \$360
- Core Skills eLearning and live, virtual training for new teachers, \$150/teacher for up to 5 teachers, not to exceed \$750
- Additional content professional learning for educators to build skills and confidence teaching sexual health. Up to \$75/ course per teacher, not to exceed 10 teachers at \$750

Client will:

- Schedule needed time with teachers and other district staff and faculty in the implementation of this scope of work
- Meet with Cardea regularly to guide the scope of work

We, the undersigned, agree to the foregoing:

For Santa Rosa City Schools

For Cardea Services

Name and Title

Wendy Nakatsukasa-Ono, President/CEO

Signature



Signature

Date

March 8, 2023

Date

Tax Identification Number

94-2401949

Tax Identification Number

ENGAGEMENT AGREEMENT

This Engagement Agreement (“**Agreement**”) is made effective as of March 30, 2023 (the “**Effective Date**”) by and between the undersigned client (“**Client**”), and TeamCivX, LLC, a California limited liability company (“**Consultant**”).

1. Services and Compensation.

1.1. Services. Subject to the terms and conditions set forth in this Agreement, Client hereby engages Consultant to perform those services (collectively the “**Services**”) listed on Exhibit A attached hereto and incorporated herein by reference.

1.2. Compensation. In consideration for the Services, Client will pay Consultant the fees and other amounts set forth on Exhibit B (collectively the “**Fees**”).

2. Term; Termination. The term of this Agreement (“**Term**”) shall commence on the Effective Date and shall continue until thirty (30) days following the Governing Board’s adoption of a resolution calling for a ballot measure election. Either party may terminate this Agreement at any time, for any reason, by giving thirty (30) calendar days’ advance written notice to the other party. Notwithstanding the foregoing, Consultant may terminate this Agreement, or suspend the Services, at any time if Client fails to pay any fees to Consultant when due and does not cure such failure within ten (10) calendar days’ written notice from Consultant. Client shall pay all outstanding amounts for Fees, reimbursable expenses, amounts due to third-party vendors and all other amounts arising out of this Agreement upon termination.

3. Compliance with Applicable Laws. Client will comply with all applicable laws and regulations, including without limitation any applicable public disclosure and other applicable laws governing the expenditure of public funds. Client will not request or direct that Consultant provide any services or other act or omission which may constitute a violation of applicable law. Client, not Consultant, is responsible for determining whether the Services performed by Consultant under this Agreement constitute permissible informational activities or impermissible advocacy activities pursuant to applicable law. Consultant does not provide any assurance, guidance or advice with respect to legal compliance.

4. Indemnification and Limitation of Liability. Client shall indemnify, defend and hold harmless Consultant (and its affiliates and their officers, directors, managers, members, employees, agents, successors and permitted assigns) from any and all losses, liabilities, damages, claims, judgments, awards, penalties, fines, settlements, costs or expenses (including reasonable attorney fees, expert witness fees and court costs) arising out of or related to (a) any breach of this Agreement by Client, (b) any willful misconduct, fraud or gross negligence, or other improper act or omission of Client or its employees, contractors or agents, or (c) any infringement of any patent, copyright, trademark, trade secret, or other proprietary right related to any material the Client or its representatives provided to Consultant. Consultant’s maximum liability arising out of or related to this Agreement or the Services shall not exceed the Base Consulting Fee (as defined in Exhibit B) actually paid by Client to Consultant for the Services. IN NO EVENT SHALL CONSULTANT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES WHETHER FORESEEABLE OR UNFORESEEABLE, CHOATE OR INCHOATE, OF ANY KIND WHATSOEVER, OR FOR LOSS OF PROFIT, LOSS OF REVENUE, LOSS OF OPPORTUNITY, OR LOSS OF GOODWILL, WHETHER BASED ON

WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATION OF LIABILITY SET FORTH IN THE IMMEDIATELY PRIOR SENTENCE SHALL NOT APPLY TO DAMAGES ARISING FROM THE FRAUD OR WILLFUL MISCONDUCT OF CONSULTANT.

5. Proprietary Rights. The ideas, improvements, inventions, discoveries, processes, developments, designs, know-hows, data, materials, works of authorship and all other intellectual property rights related thereto that Consultant conceives of, develops, or reduces to practice in the performance of Services are the exclusive property of Consultant. The specific deliverables made for and provided by Consultant to Client in connection with the Services will belong exclusively to the Client.

6. Relationship Between the Parties. Nothing contained in this Agreement shall be deemed or construed to create a partnership, joint employer, joint venture, business opportunity or any relationship other than an independent consulting relationship between Client and Consultant. Under no circumstances shall Consultant be responsible in any manner for the debts and obligations of Client.

7. Limited Warranty. Consultant warrants that it shall perform the Services in a professional manner in accordance with commercially reasonable industry standards for similar services. Consultant makes no warranty, express or implied, concerning the results of the Services, including, without limitation, the success of any ballot measure, proposition or vote, or the absence of unintended consequences. Consultant makes no warranty concerning, and is not responsible for, any Services performed by third parties. To the full extent permitted by law, all implied warranties are hereby excluded.

8. Arbitration. To the fullest extent permitted by law, any dispute arising out of or related to this Agreement, the Services or the Fees shall be settled by binding arbitration administered by the JAMS Arbitration in San Francisco, California under its Streamlined Arbitration Rules that are in effect at that time (“**Rules**”). In the event of any conflict between the Rules and this Section, this Section shall apply. The parties agree to submit to the jurisdiction of a single neutral arbitrator selected in accordance with the Rules. The arbitrator shall have discretion to award damages, and to fashion any other remedy or relief otherwise available under applicable law in a court proceeding. The arbitrator shall award the prevailing party reasonable attorneys’ fees and costs in addition to any other recovery to which it is entitled. The arbitrator shall provide a written award, including findings of fact and the conclusions of law on which the decision is based.

9. Miscellaneous. Along with the exhibits attached hereto, this is the entire agreement between the parties with respect to the subject matter hereof and supersedes any prior agreements, representations, promises and understandings of the parties (whether verbal or written) relating to such subject matter. Any changes, amendments, modifications or waivers to this Agreement shall not be effective unless in writing and signed by both parties. Client shall not assign, transfer or subcontract any rights or obligations under this Agreement (including, without limitation, by way of a merger, reorganization, default operation of law, or otherwise) without the prior written consent of Consultant. This Agreement may be executed in two or more counterparts, including by electronic signature, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered by hard copy, email, fax or other electronic transmission. If any provision of this Agreement is determined to be illegal or unenforceable, that provision shall

be limited or eliminated to the minimum extent necessary so that this Agreement shall otherwise remain in full force and effect and enforceable. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement. Captions and headings in this Agreement are for convenience only and shall not be considered in interpreting any provision of this Agreement or in determining any of the rights or obligations of the parties to this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to the conflicts of law provisions thereof. In any action or proceeding arising out of or related to this Agreement or the amounts due to Consultant hereunder, the prevailing party shall be entitled to recover its costs and attorneys' fees from the other party. Any notice required or permitted hereunder shall be given in writing by electronic mail and addressed to the party to be notified at the address below, or at such other address or e-mail address as the party may designate by 10 days' advance written notice to the other party.

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

CONSULTANT

TeamCivX, LLC,
a California limited liability company

Sign:  _____

Print: Charles Heath

Title: Partner

Email Address for Notices:
cheath@teamcivx.com

CLIENT

Santa Rosa City Schools,
a California public school district

Sign: _____

Print: _____

Title: _____

Email Address for Notices:

Exhibit A

SERVICES

I. Feasibility Assessment. Consultant shall perform the following Services as needed and requested by Client to assess the electoral feasibility of a ballot measure for Client:

- A. Develop potential strategies to meet Client's funding needs to be tested in polling;
- B. Collaborate with Client's pollster to design, conduct and analyze an opinion survey of voters in the relevant district to assess feasibility of Client's ballot measure;
- C. Conduct demographic analysis of voters in the relevant district and how they break into key sub-groups by age, ethnicity, political party, length of residency, parents and other key criteria;
- D. Analyze past election results in the relevant district and region to understand voter turnout trends and other relevant voting patterns;
- E. Research other local tax proposals that may be heading to an upcoming ballot that could compete with Client's ballot measure; and
- F. Make specific recommendations regarding the optimal election date, election type tax rate, tax structure, and other important ballot measure features.

II. Ballot Measure Development. Consultant shall perform the following Services as needed and requested by Client to assist Client in preparing Client's measure for the ballot:

- A. Recommend a final tax rate, duration and tax structure;
- B. Recommend the final list of projects, programs and/or services to be funded by Client's ballot measure;
- C. Work with legal counsel to develop the 75-word ballot question;
- D. Work with legal counsel to develop and refine the full text of Client's ballot measure, and other materials that will appear in the ballot pamphlet mailed to all voters;
- E. Present recommendations, documents and resolutions to the Governing Board for approval; and
- F. Make recommendations and provide strategic advice regarding timing and planning for any other potential ballot measures considered by Client.

III. Public Information. Consultant shall perform the following Services as needed and requested by Client to raise awareness of Client's funding needs and potential ballot measure:

- A. Develop informational messaging and fact sheets to be distributed at school and community events;
- B. Provide talking points, frequently asked questions and a message training for Client;
- C. Provide content related to Client's funding needs and ballot measure to be added to Client's website, used in social media, included in email updates and added to newsletters;
- D. Prepare PowerPoint presentation for public and community meetings;
- E. Write, design, and produce mailings and advertising to inform local residents (priced separately, not included in fees, see Exhibit B);
- F. Develop strategies and plans to inform internal stakeholder groups, including teachers, principals, parent leaders, bargaining units, Governing Board and others; and
- G. Develop strategies and plans to inform external groups including elected leaders, business leaders, city leaders, ethnic community leaders, faith community leaders, taxpayer groups and others.

Exhibit B

FEES

- I. Base Consulting Fee. As compensation for the Services, Consultant shall be paid a “Base Consulting Fee” of \$6,500 per month. The Base Consulting Fee shall be payable within thirty (30) days of receipt of invoice. The Base Consulting Fee shall be calculated on a pro-rata basis for the initial and/or final month of Services if less than a full calendar month.
- II. Media and advertising goods and services shall be purchased or rented from Consultant by Client according to the agreed upon schedule of prices, which summarized below. The schedule of prices lists the entire cost of purchasing or renting media goods and services from Consultant. Consultant shall in turn subcontract the work to third party vendors. Payment for such items shall be made in advance by Client to Consultant, or to the third party vendor at the discretion of Consultant. Consultant shall submit to Client a monthly report of such expenses and within thirty (30) days thereafter Client shall reimburse Consultant in full for such expenses.

Cost of Public Opinion Polling (Provided by Godbe Research – details attached)

Hybrid Survey of 800 SRCS Voters: \$38,450-\$44,450 depending on final survey length

Cost of Informational Brochure Mailing

Estimated Number of Households: 70,000

Estimated Total Cost: \$49,000 per mailing

Price is per unique mailing to the universe of households estimated above. Price includes design, prepress, printing, address data, addressing, sorting, post office delivery, non-profit bulk postage and sales tax. Additional pricing available upon request.

- III. Reimbursable Expenses. Client shall reimburse Consultant for expenses incurred by Consultant in connection with the performance of the Services including, but not limited to, automobile mileage at the established IRS reimbursement rate at the time at the time of travel, parking fees, copying fees, and other out-of-pocket expenses. Consultant shall submit to Client a monthly report of such reimbursable expenses and within thirty (30) days thereafter Client shall reimburse Consultant in full for such expenses. Consultant shall not incur any expenditure on Client’s behalf in excess of \$1,000 without verbal or written approval from Client. Client may designate in writing an individual(s) with authority to approve expenditures on Client’s behalf.
- IV. Interest For Late Payments. In addition to all other rights and remedies under this Agreement or applicable law, any amount not paid when due will accrue interest at the lesser of 1% per month or the maximum legal rate until paid in full.
- IV. Not-to-Exceed Limit. Total billing under this agreement shall not exceed \$168,845 without prior approval of Client.



**Godbe Research / TeamCivX /
Santa Rosa City Schools
Revenue Measure Feasibility Survey Cost Options
March 14, 2023:**

Hybrid Survey of 800 (n=800) Santa Rosa Voters - BASELINE SURVEY

<u>Project Task</u>	<u>18-min.</u>	<u>20-min.</u>	<u>22-min.</u>	<u>25-min.</u>
Listed Voter Telephone Sample	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
Email Sample Purchase	\$1,600.00	\$1,600.00	\$1,600.00	\$1,600.00
Additional Cell and Land Line Matching	\$800.00	\$800.00	\$800.00	\$800.00
Internet Version Programming/Testing	\$4,750.00	\$5,000.00	\$5,250.00	\$5,500.00
CATI Programming of Telephone Version	\$1,400.00	\$1,550.00	\$1,700.00	\$1,850.00
Internet Version Recruitment	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Telephone Interviewing	\$14,800.00	\$16,400.00	\$18,000.00	\$19,600.00
Data Processing	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
Research Fee	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00
Project Management	\$3,000.00	\$3,000.00	\$3,000.00	\$3,000.00
<u>Miscellaneous Expenses</u>	<u>\$500.00</u>	<u>\$500.00</u>	<u>\$500.00</u>	<u>\$500.00</u>
Baseline Survey Total	\$38,450.00	\$40,450.00	\$42,450.00	\$44,450.00



**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 NORCAL Teacher Trainers (Project GLAD), hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01 - 0500 - 0 - 1140 - 1000 - 5800 - _249 - L320

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

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

Contract is: New X Renewal Addendum Amendment

Number of Individuals Served: 20 Secondary Teachers (Newcomer, ALD and EL Specialists)

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

Departmental Approval:** Eduwiges Llamas Date: 03-20-2023
** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Eduwiges Llamas, Multilingual Services **Phone #:** (707) 890-3800 X 80328
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: June 2023 **Proposed Contract End Date:** December 2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The district is responsible for the recruitment of staff to participate in the training. The identification and recruitment of students that will participate in the summer class where the training will take place. The distribution of training materials to participants. Upon request district will submit assessment data, which includes test results and or anecdotal records to the trainers. District will provide trainers with a list of participants and work email information. For the afternoon planning during the in-person training, the district/school will provide a room with tables and chairs for the participants, document camera and screen and a room with wall space for charts. The room should be large enough for physical distancing as recommended by health agencies

(b) CONTRACTOR's Responsibilities and Duties:

The contractor will provide a 12-hours online, synchronous workshop that focuses on the GLAD Model, second language acquisition, brain research, cultural sensitivity and respect, classroom implications and applications. All strategies will be integrated with California State Standards/Common Core State Standards with a focus on English Learners. There is also a focus on Social-Emotional Learning integration. The contractor will also provide an in-person three-day training where teachers observe the GLAD strategies in action, with a coach to guide the lessons. The afternoon will provide teachers with planning time to begin to incorporate the strategies into their lessons. The contractors will provide an online refresher 2-3 months after the in-person training has been completed.

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

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed **Fifty-nine Thousand Dollars (\$59,000)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Estimated Total Contract cost: \$59,000.

Please make check payable to Jocelyn Mitchelmore.

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

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]

Participating staff will have a deep understanding of how to support their English Learners in Integrated and Designated ELD. They will understand the ELD standards and how to deliver them in an authentic, meaningful and engaging manner for students. The strategies learned through the GLAD training will also contribute to a collaborative, collective and structured process for positive student interaction in which they build interpersonal skills to develop their social-emotional capacities. Students will show a one to two level growth as observed and measured by the ELPAC assessment scores from the 2023 to 2024 assessment results.

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

Board Strategic Priorities	
<input checked="" type="checkbox"/>	Priority 1- Life Ready Learners
	Priority 2- Whole Person Focus
<input checked="" type="checkbox"/>	Priority 3- High Quality Staff
	Priority 4- Teaching and Learning Environment and Resources
<input checked="" type="checkbox"/>	Priority 5- Equity and Excellence
	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

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

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

employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave
Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: NORCAL Teacher Trainers/ Jocelyn Mitchelmore

Street: 1314 Cromwell Court.
City/State/Zip: El Dorado Hills, CA 95752

Phone: (916) 230-6980

Email: jocelynmitchelmore@gmail.com

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

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

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a

contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

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

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

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

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa Cavin _____

Print Name: _____

Associate Superintendent

Title: _____

mmartin@srgs.k12.ca.us

Email: _____

707-890-3800 x80201 _____

Phone: _____



Santa Rosa City Schools, CA - July 2023 Renewal

Pricing Term Start Date: July 1, 2023 | **Pricing Term End Date:** June 30, 2024 | **Quote Create Date:** March 7, 2023 | **Reference:** 20230307-201210007

Santa Rosa City Schools, CA - 0601329

211 Ridgway Ave.
Santa Rosa, CA 95401
United States

Lisa Cavin

Associate Superintendent
lcavin@srcs.k12.ca.us

Comments

Josie Zaber - ParentSquare, Inc.



Products & Services

Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
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Item & Description	Billing Start Date	Term (Months)	Quantity	Unit Price	Total
Engage Premium • Urgent Alerts • Personalized Auto Notices • Secure Documents • Social Media & Website Share • Attendance Notifications • Posts & Newsletters • Classroom Communications • Direct Messaging • StudentSquare • Appointments • Volunteering & Sign Ups • Volunteer Hours • Directory • Forms & Permission Slips • Calendar & Event RSVPs • Health Screening • Invoices & Payments • Polls & Surveys • Community Groups • Fundraising • Resource Hub • SIS Integrations w/ SSO • Analytics & Reporting • Archiving • Mobile App & Web Portal • Language Translation	July 1, 2023	12	15311	\$4.73 / year	\$72,421.03 / year for 1 year

Annual subtotal \$72,421.03

Total **\$72,421.03**

Signature

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

Lisa Cavin

lcavin@srcs.k12.ca.us

[sig|req|signer1]

This quote expires on April 6, 2023

Purchase terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at www.parentsquare.com/agreement, and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

NOTE: Pricing above does not reflect ParentSquare's right to increase pricing up to 5% each annual period.

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms>

StudentSquare Consent -- Pursuant to Children's Online Privacy and Protection Act ("COPPA"), ParentSquare relies on the School's consent on behalf of students in order to allow those under 13 years of age to use our services.

Questions? Contact me



Josie Zaber

josie.zaber@parentsquare.com

ParentSquare, Inc.

PO Box 841604,
Los Angeles, CA 90084-1604
United States

ADDENDUM TO CONTRACT

Between

SUNBELT STAFFING

And

Santa Rosa City Schools

This addendum to the original contract with (Sunbelt Staffing) approved on (September 14, 2022), to provide (Occupational Therapist/COTA) to Santa Rosa City Schools. *LVN, Licensed Vocational Nurse, will be added to the contract.*

The contract, under Item 3. \$117,575, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$139,450 dollars (\$). This is an increase of \$21,875.

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

_____.

Contractor's Name

By: _____

Name: _____

Date: _____

**SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)**

By: _____

Lisa Cavin
Associate Superintendent

Date: _____



Client Assignment Confirmation

Education Division

Addendum A

PID: __

Client agrees to pay Sunbelt for hours worked by Consultant on the following terms:

Client Name:	Santa Rosa City School District		
Client Location:	Santa Rosa, CA		
Sunbelt Consultant:	Yolanda Campos		
Position:	Licensed Vocational Nurse		
Assignment Start Date:	03/27/2023	Assignment End Date:	06/01/2023
Bill Rate <i>per Hour</i> :	\$70.00	Overtime Rate <i>per Hour</i> :	\$105.00
Minimum Weekly Hours:	30.0 Weekly hours are based on service date according to published school calendar		
Expenses:	Unless otherwise stated, Bill Rate is inclusive of all expenses.		
Miscellaneous:	-		

Account Executive Information: Rachelle Smith
 rachelle.smithbrown@SunbeltStaffing.com
 6197544322

Sales tax will be added to professional fees if required by state law and client is not a tax exempt entity.

Client agrees that it will not directly or indirectly, personally or through another agent or agency, contract with or employ Consultant for a period of one year after the latest date of introduction, referral, or completion of the assignment.

If Sunbelt Consultant should be required to travel to other locations at the specific request of the Client, the Client will be responsible for all expenses incurred.

Option of virtual services will be offered by Sunbelt in lieu of onsite services.

All precautions will be taken by the Client to create a safe and healthy environment.

The Consultant working this assignment is subject to the California Meal and Rest Break Period Laws. Client shall adhere to and enforce the state-mandated meal and rest breaks as defined within California's Wage and Hour Laws.

By: 69200 - Santa Rosa City School District

Print Name: __

Title: __

Date: __

**Terms and conditions outlined in this Client Assignment Confirmation will be considered agreed upon by all parties unless Sunbelt is notified of changes by Client within forty-eight (48) hours of client's receipt of this Client Assignment Confirmation.*

111-01296



Arntz Builders, Inc.

431 Payran St, Petaluma CA 94952 License No. 856393 T (707) 835-2900 F (707) 835-2993 www.amtzbuilders.com

March 15, 2023

Hi Eric,
PBK has reviewed the attached PCO 30.
We 'Take No Exception'.
Best,

Richard Heintz, PBK Architects, 3-16-23

Santa Rosa City Schools
211 Ridgeway Ave.
Santa Rsa, CA 95401

Subject : Project Name
File No. : 30 Extended GCs to Date 3/6/2023

Extended GCs due to late changes in data provided to the site by the owner. Changes resulted in the Fire Alarm, Septic, HVAC Controls, & Security finilization being delayed for multiple months, however this is not a day for day delay. Over the couse of the delay Brandon was on site for 16 days.

Prime Work:

Labor		
Material		\$33,061.00
Equipment/Other		0.00
Prime Subtotal		<u>0.00</u>
Mark-Up	15.0%	\$33,061.00
PRIME TOTAL		<u>4,959.15</u>
		\$38,020.15

We reserve the right to submit a claim for an extension of time and for all related delay and inefficiency costs that may result due to the changed condition. The extent and amount will be determined at a later date when the full impact of changed condition can be evaluated and determined. All rights and remedies are reserved.

Sincerely,

ARNTZ BUILDERS

Sam Arntz
Project Manager

cc:
st

Arntz Builders Extended Overhead Data Sheet

Project: Santa Rosa Ag Facility

Cost per Day Summary

Item	Field Overhead	Cost per Day
1	TEMPORARY FACILITIES	0.00
2	TEMPORARY UTILITIES	30.00
3	MISCELLANEOUS EXPENSE	42.00
4	SUPERVISION/MANAGEMENT-field	712.00
Home Office Overhead		
5	SUPERVISION/MANAGEMENT	1,066.75
	Sub Total	\$1,850.75
	FEE @ 10%	185.08
	Bond and Insurance 1.5%	30.54
	Fixed Job Costs	2,066.36
		<hr style="width: 100%;"/>
	Total Job Delay per Day	2,066.36

Arntz Builders Inc.
 Santa Rosa Ag Facility - 2701
 Extended General Conditions

Category	DESCRIPTION	Daily cost	Daily %	Total
1	TEMPORARY FACILITIES			
	Job Office	0.00	100%	0.00
	Owner's Office Trailer Rental	-	100%	0.00
	Tool Trailers Rental	0.00	100%	0.00
	Temporary Fence & Barricades	-	100%	0.00
	category sub total			0.00
2	TEMPORARY UTILITIES			
	Telephone Service, G.C.	5.00	100%	5.00
	Telephone Service, Owner	-	100%	0.00
	Chemical Toilets	25.00	100%	25.00
	Owner Trailer Toilet Service	-	100%	0.00
	Temp. Utilities	-	100%	0.00
	category sub total			30.00
3	MISCELLANEOUS EXPENSE			
	Janitorial Service & clean up	-	100%	0.00
	Office Supplies	2.00	100%	2.00
	Automobile Allowance & gas	20.00	100%	20.00
	Radio Rentals/Maintenance	-	100%	0.00
	Small Tool Rental/Maintenance	5.00	100%	5.00
	Power Tool Rental/maintenance	10.00	100%	10.00
	Protection	-	100%	0.00
	Dust & Errosion Control	-	100%	0.00
	Scaffolding & Equip. Rental	-	100%	0.00
	Safety Program (Incl. Materials)	5.00	100%	5.00
	category sub total			42.00
4	SUPERVISION/MANAGEMENT-field			
	Project Superintendent	712.00	100%	712.00
	Project Foreman	-	100%	0.00
	Project Assistant	-	100%	0.00
	category sub total			712.00
5	SUPERVISION/MANAGEMENT			
	Principal	900.00	20%	180.00
	Project Manager	700.00	35%	245.00
	Assistant Project Manager	300.00	35%	105.00
	Safety Officer	650.00	15%	97.50
	Controller/Accountant	700.00	15%	105.00
	Bookkeeper 1	325.00	15%	48.75
	Bookkeeper 2	300.00	15%	45.00
	IT Support and Equipment	225.00	25%	56.25
	Senior Estimator	-	10%	0.00
	Junior Estimator	-	10%	0.00
	Insurance/Bond/W.C. Specialist	325.00	15%	48.75
	Office Manager	350.00	10%	35.00
	Corp. Yard Support	300.00	15%	45.00
	Corp. Yard Delivery (Incl. Truck)	55.00	10%	5.50
	Rent	500.00	10%	50.00
	category sub total			1,066.75
	Sub Total			1,850.75
	FEE @ 10%	-		185.08
	Bond and Insurance 1.5%	-		212.84
	Fixed Job Costs	-		2,248.66