

Curriculum Associates, LLC Price Quote - Q-38082

Version: 2

Quote Date: 5/1/2023

Quote Expiration Date: 6/30/2023

This price quote from Curriculum Associates, LLC having an address at 153 Rangeway Road, North Billerica, MA 01862 ("Company") has been prepared for the Customer Name identified as "Customer" below. Customer's use of Ellevation subscriptions shall be subject to the Ellevation Terms and Conditions of Use, which can be found at <https://ellevationeducation.com/platform-legal-notice>.

Company: Curriculum Associates, LLC

Representative: Aurora Cabrera

Email: aurora.cabrera@ellevationeducation.com

Phone: 617-307-5755

Address: 153 Rangeway Road,
North Billerica, MA 01862

Start Date: 8/1/2023

Customer: Santa Rosa City School District, CA

Contact Name: Eduwiges Llamas

Email: ellamas@srcs.k12.ca.us

Phone: (707) 890-3800 X80328

Address: 211 Ridgway Avenue,
Santa Rosa, CA 95401

End Date: 7/31/2026

Subscription Fees

Product	Quantity	Unit Price	Term (Yrs)	Total Fees
Strategies 2022	3,065	\$14.50	3	\$127,994.40
Ellevation (CA)	3,065	\$12.50	3	\$110,340.00
Subscription Savings: Multi-Year Discount Applied				\$9,930.60
Subscription Total:				\$238,334.40

Services Fees

Services Total:	\$0.00
-----------------	--------

Total Investment - Q-38082

Savings Total:	\$9,930.60
Grand Total:	\$238,334.40

Invoicing Schedule: Up Front, In Full

Payment Term: Net 30

Contract Term: 36

- Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
- Bank Name: Wells Fargo Bank - San Francisco, CA
- ABA Routing: 121000248
- Tax ID: 26-3954988

To the extent your purchase is subject to sales tax, tax will be applied at final invoicing. If tax exempt, please submit valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

To place an order - Please submit this quote with your purchase order to your Ellevation Sales Rep at: aurora.cabrera@ellevationeducation.com



Ellevation® Terms and Conditions of Use

Last updated: February 1, 2023

These Terms and Conditions of Use (the "TOU") apply to the digital products and services offered by Ellevation Education, a business unit of Curriculum Associates, LLC ("Ellevation"), including the Ellevation® Platform, Ellevation Math®, and Ellevation Strategies® (collectively and individually, the "Services"). By using your login to access the Services, you agree, on behalf of your organization, to abide by these TOU. All references to "You" or "you" or "Customer" in these TOU refer to your organization, which has licensed access to the System (as defined below) and/or Services from Ellevation. All authorized users within your organization are expected to comply with these TOU.

License Grant.

During the period of time specified in the applicable price quote agreed to by you and Ellevation (the "Price Quote"), and subject to your compliance with these TOU, Ellevation grants to Customer a limited, worldwide, non-exclusive, non-transferable right to access and use the features and functionality of the System and/or Services identified in the Price Quote for Customer Users (defined below), in the quantity specified on the applicable Price Quote, solely for your internal educational purposes in accordance with the terms and conditions expressed in these TOU. All rights not specifically granted in these TOU are fully reserved by Ellevation. As used in these TOU, "System" means Ellevation's proprietary, Internet-delivered SaaS platform of servers, software and related technology that is owned and operated by Ellevation and furnished to Customer pursuant to the Price Quote.

Restrictions.

Customer will not, and will ensure that Customer Users do not, (a) use the System other than in compliance with these TOU and applicable federal, state, and local laws; (b) frame, distribute, resell, or permit access to the System by any third party; (c) interfere with the System or disrupt any other users' access to the System; (d) attempt to gain unauthorized access to the System, or attempt to discover the underlying source code or structure of the System, or otherwise reverse engineer the System; (f) submit to the System any content or data that is false, misleading, defamatory or threatening; infringing of intellectual property rights; reasonably deemed to involve moral turpitude or that contains mass mailings or any form of "spam"; (g) submit to the System any data or code that contains a time bomb, virus, or any other malware that is designed to delete, disable or otherwise inhibit or harm any element of the System, or which is intended to provide unauthorized access to the System; or (h) use any robot, spider, data scraping or extraction tool or similar mechanism with respect to the System. As used in these TOU, "Customer User(s)" means any of Customer's authorized users of the System, which may include students, teachers, administrators, or other Customer personnel.

Customer must comply with, and ensure that its Customer Users comply with these TOU, as well as ensure that: (a) Customer provides true, accurate, current and complete information to create and maintain accounts; (b) neither Customer nor any Customer User circumvents or otherwise interferes with any user authentication or security mechanism used by Ellevation; (c) Customer Users maintain the confidentiality of their usernames and passwords; (d) neither Customer nor any Customer User will impersonate another user of the System or provide false identity information to gain access to or use the System; and (e) Customer immediately notifies Ellevation of any known or suspected unauthorized access to Customer or Customer User accounts or compromise of account credentials.

Ownership and Rights

Customer retains all right, title and interest in (i) any data, files, images, and other content that Customer or a Customer User uploads or submits to the System pursuant to these TOU; and (ii) any reports produced by Customer in connection with use of the System (collectively, "Customer Content"). "Customer Content" does not include de-identified data, which Ellevation may create using Customer Content on a de-identified basis (a) to develop and improve its products; (b) for the purposes of adaptive and customized learning; (c) for research and development purposes; and (d) to demonstrate the effectiveness of its products. You hereby grant Ellevation a worldwide, royalty-free, perpetual license to use de-identified data for the purposes identified in the preceding sentence.

The Services, including all trademarks, service marks, logos, documents, graphics, content, and/or other materials viewed or obtained from or through the Services (collectively, "Service Materials"), are owned and/or licensed by Ellevation and are protected by copyright and other intellectual property rights. Customer has no rights to transfer, reproduce, or prepare any derivative works with respect to the Services, or to disclose confidential information pertaining to the Services. These TOU do not convey to Customer or any Customer User any right of ownership in or related to the Service or other intellectual property owned by Ellevation.

Customer may, at its option, provide to Ellevation feedback or suggestions for enhancement concerning the System ("Feedback"), and Ellevation will have a perpetual right to use and incorporate Feedback into the System without any compensation or other obligation to Customer. Customer shall not gain any right, title or interest in the System or Ellevation's intellectual property as a result of its furnishing Feedback or Ellevation's use of Feedback.

Data Protection

Privacy Policy. Ellevation takes the protection of Customer Content very seriously. For a full description of Ellevation's data-handling practices, please review Ellevation's Privacy Policy found at <https://ellevationeducation.com/platform-privacy-policy>, which is incorporated into these TOU. Ellevation reserves the right to modify the Privacy Policy in accordance with the procedure outlined in the Privacy Policy.

Family Educational Rights and Privacy Act. Customers subject to the Family Educational Rights and Privacy Act, 34 C.F.R. §99 et. seq. ("FERPA"), appoint Ellevation a "school official" as that term is used in FERPA, and determine that Ellevation has a "legitimate educational interest" for the purpose of carrying out its responsibilities under these TOU. Ellevation shall be bound by the relevant provisions of FERPA, including that it will remain under the "direct control" of Customer with respect to its use and maintenance of "education records" as that term is defined in FERPA. Ellevation will use personally identifiable student data only in connection with providing services to the Customer and will only share personally identifiable student data with its third-party vendors as necessary to provide services to the Customer.

Parental Consent. If Customer purchases Services available for use by students, if required under applicable state or federal law, Customer will be responsible for obtaining verifiable parent consent prior to making such Services available to its students under the age of 13. Ellevation shall comply with its responsibilities under the Children's Online Privacy Protection Act ("COPPA") and state law.

i-Ready® Customers.

If Customer licenses or pilots i-Ready products or services from Ellevation, then Customer hereby agrees that Ellevation will use data shared by Customer in connection with the provision of i-Ready or generated during the use of i-Ready ("i-Ready Data") and Customer Content as follows:

- **Onboarding.** i-Ready Data used for onboarding, rostering, and authenticating Customer's accounts may be used by Ellevation for onboarding, rostering, and authentication purposes. Likewise, if Customer is or will be piloting i-Ready products, Customer Content may be used by Ellevation for onboarding, rostering, and authentication purposes for the i-Ready pilot.
- **i-Ready Dashboard.** Ellevation will import Customer's i-Ready Assessment results into the reporting dashboard functionality of the Ellevation Platform, unless Customer elects to opt out of such sharing by emailing its success team.
- **Account Support.** i-Ready Data and Customer Content may be shared between Customer's assigned account-management and technical-support teams in support of Customer's use of Ellevation's services.
- **Research with De-identified Data.** i-Ready Data and Customer Content may be combined and de-identified: (i) to develop and improve its products; (ii) for the purposes of adaptive and customized learning; (iii) for research and development purposes; and (iv) to demonstrate the effectiveness of its products.

Data Security. Ellevation deploys security precautions intended to help maintain the confidentiality, integrity, and availability of Customer data stored by Ellevation, including use of firewalls, encryption, authentication technologies and background screenings for all employees who have access to your student data. However, the internet is not perfectly secure, and Ellevation is not responsible for security incidents not reasonably foreseeable or reasonably within its control. Customer specifically shall not provide to Ellevation, or store on the System, the Social Security number, driver's license or state-issued identification card number, financial account number, or credit or debit card number of any Customer student or employee.

Representation and Warranties; Disclaimers

Ellevation represents and warrants that (a) it has the necessary authority to enter into the obligations enumerated in these TOU; (b) it will provide the System and related services in a professional and workmanlike manner and in accordance with the specifications set forth in the Price Quote; and (c) it will comply with all applicable laws.

Customer represents and warrants that (a) it has the necessary authority to enter into the obligations enumerated in these TOU; (b) it has all rights, permissions and consents necessary to submit all Customer Content to the System and to grant Ellevation the rights to use Customer Content as set forth in these TOU; (c) any material uploaded to the System does not contain anything that is defamatory, libelous, infringes upon any third party intellectual property rights, or violates any confidentiality obligations Customer has with a third party; and (d) it will comply with all applicable laws.

Customer acknowledges that, as an internet-delivered software application, the System may experience periods of downtime, including (but not limited to) due to scheduled maintenance and third-party service outages. Accordingly, ELLEVATION DOES NOT WARRANT THAT THE SYSTEM WILL BE ERROR-FREE OR OPERATE WITHOUT INTERRUPTIONS OR DOWNTIME. ELLEVATION MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SYSTEM, INCLUDING ITS DOCUMENTATION, THE SYSTEM SOFTWARE, OR ANY DATA OR CONTENT MADE AVAILABLE THROUGH THE SYSTEM. ELLEVATION SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE,

NON-INFRINGEMENT, AND ACCURACY.

Termination.

Ellevation may suspend Customer's access to the Services immediately if Customer fails to make a payment more than 30 days following its due date. Customer agrees to use any professional development or training Services prior to termination or expiration of Customer's access to the System. Otherwise, Customer risks losing those Services.

Customer shall have thirty (30) days following the termination or expiration of your access to the System to provide Ellevation with a written request for a one-time, delimited file export of its data from the System via SFTP. Regardless of whether Customer makes such a written request, and except as otherwise provided in these TOU, within ninety (90) days of the termination or expiration of your access, Ellevation will securely destroy any and all of Customer's personally identifiable student data stored in the System, including any such data stored in Ellevation's backup systems.

Indemnification.

To the extent permitted by law, you shall indemnify, defend, and hold harmless Ellevation and its licensors against any claim brought against Ellevation and/or its licensors by a third party that arises from your use of the System and Services. Ellevation agrees to: (a) promptly give you written notice of the claim; (b) give you sole control of the defense and settlement of the claim; and (c) provide you with reasonable assistance, at your expense, with respect to the defense of such claim.

LIMITATION OF LIABILITY.

IN NO EVENT WILL ELLEVATION OR ITS LICENSORS, EMPLOYEES, AGENTS, AFFILIATED AUTHORS, OR CONTRACTORS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES IN CONNECTION WITH ANY CLAIM OF ANY NATURE, EVEN IF SUCH PARTY HAS BEEN GIVEN ADVANCE NOTICE OF SUCH POSSIBLE DAMAGES. IN ADDITION, ELLEVATION'S AGGREGATE LIABILITY FOR ALL CLAIMS OF ANY NATURE WILL NOT EXCEED THE FEES ACTUALLY PAID BY YOU TO ELLEVATION DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Choice of Law and Jurisdiction.

These TOU shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without reference to any conflict of law principles. You hereby submit to the exclusive jurisdiction of the federal and state courts located in the Commonwealth of Massachusetts for any disputes or claims arising out of your use of the Services and/or System, or these TOU.

Use by Federal Government.

The System and Services constitute Commercial Off the Shelf ("COTS") items as that term is defined in the U.S. Government Federal Acquisition Regulations ("FAR"). Government use rights are limited to those minimum rights required by the appropriate provisions of the FAR.



Renewals

Invoice #: 000200792

Invoice Due Date: 7/1/2023

Total Amount Due: \$5,250.00

Santa Rosa City Schools
Attn: Accounts Payable
211 Ridgway Ave
Santa Rosa, California 95401-4320

Line Description	Amount
Organizational Subscription FY 23/24	\$5,250.00

RECEIVED

MAY 02 2023

Accounting Department
Santa Rosa City Schools

OK TO PAY (Date) _____

Signature _____

Balance Due: \$5,250.00

California Association of School Business Officials
1001 K Street, 5th Floor • Sacramento, CA 95814
(916) 447-3783
accounting@casbo.org
<https://www.casbo.org>



2023-24 Organizational Membership Subscription

Dear Valued Organizational Member,

It's time to renew your Organizational Subscription. To ensure you continue receiving benefits, attached is your renewal invoice due by June 30, 2023.

As a reminder, CASBO's programs support school business professionals and the LEAs they serve at every level. Highlights include:

- **Unlimited memberships** for each business services staff for 1 year
- **Free & discounted courses** through School Business University, our new LMS featuring on-demand, self-led courses
- **Free subscriptions** to CASBO print & electronic publications
- **Unlimited access** to CASBO events, professional development tools & resources
- **Discounts** on CASBO Annual Conference, certification, & more programs
- **Leadership development** through service on CASBO committees & councils
- **Networking & mentoring** with 20,000+ California school business professionals

For a limited time, Organizational Membership subscribers can save up to \$800 when all 3 years are paid in full by July 31, 2023. Or, if you can't pay upfront, sign up by July 31, 2023, to lock in pricing and then pay annually through 6/30/2026.

To avoid a lapse in membership, renew today by logging into your account at <https://my.casbo.org> and remitting payment using a credit card or electronic check by June 30, 2023.

Thank you for your continued support! For questions or assistance, please contact CASBO Membership at +1 (916) 447-3783 or membership@casbo.org

Sincerely,



California Association of School Business Officials

1001 K Street, 5th Floor • Sacramento, CA 95814 | +1 (916) 447-3783 | CASBO.org

**Must be a California school district, charter school, county office of education, joint powers authority, community college district, or state college or university. Includes one membership for each business services staff valid 7/1/23-6/30/24. Visit CASBO.org for more information.*



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

337223-23

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Sonoma County Junior College District hereinafter referred to as "CONTRACTOR".

SCHOOL SITE DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source:

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

For Billing (if applicable): Bill to: Santa Rosa Junior College Billing frequency: _____

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Approx. 100 - 150

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

Departmental Approval**: _____ Date: 5/25/23
** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Samuel Martinez, Director Phone #: 707-890-3800 ext. 80311
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 14, 2023 Proposed Contract End Date: May 24, 2024
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:

Provide instructional space, (classrooms) and the use of white boards, projector or Apple TV monitor, **access** to WiFi, and other "regular" classroom items such as desks and chairs as follows:

For SRJC classes from August 14, 2023 to May 24, 2024: (See Attached Exhibit A) at the following schools:

1. James Monroe Elementary School
2. Cesar Chevez Language Academy (CCLA)

(b) CONTRACTOR's Responsibilities and Duties:

Conduct ESL, College Skills, and Adult Education classes at **the above listed schools**; Monitor classes as appropriate; reimburse **DISTRICT** for custodial services each day classes meet as outlined below (under #3) Charges will either be at a rate of 1 or 2 hr. blocks per day depending on the school. ***All invoices for all sessions must be received by CONTRACTOR no later than June 15, 2024.**

Spring 2024 schedule will be provided no later than November 30, 2023 **Please note that classes may be cancelled by CONTRACTOR if the minimum enrollment of 22 (for non-credit classes) is not met.**

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 14, 2023, and will continue through May 24, 2024, 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 N/A Dollars (\$N/A). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

SRJC will pay SRCS site custodial based on any extra duty hours that is accrued outside their normal working hours.

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 Junior College will provide free Basic Computer Skills, ESL, and High School Equivalency (GED/HiSET preparation) classes. These classes will be for both parents of children attending the two sites listed, as well as other adults in the general Sonoma County area. Funding to run classes is provided by the California Adult Education Program and the goal is to provide a variety of free/low cost educational options for adults throughout Sonoma County, regardless of prior school experience, to increase financial and personal growth. The classes being offered at the two SRCS sites will help to raise computer literacy, English language skills for non-native English speakers, and help adults attain a GED or HiSET (High School Equivalency) certificate. By raising their own skills, parents will be better able to help their children with their own education. This will be done by being able to better assist them with homework and serving as a positive role model for the importance of education.

Measurement of increase in skill level for the ESL and High School Equivalency classes is done through CASAS (Comprehensive Adult Student Assessment System) testing. Students are given a pre-test before taking classes and a post test after classes are completed. Results of the testing are inputted into the SRJC data system where progress is tracked. Students taking the basic computer skills class are graded on their class performance and passing a final exam/project. By passing the class, students will demonstrate they learned the skills taught in the class.

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
	Priority 3 – High Quality Staff
X	Priority 4 – Teaching and Learning Environment and Resources
X	Priority 5 – Equity and Excellence
X	Priority 6 – Family Engagement and Community Partnerships
	Priority 7 – Sustainable Funding

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

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes 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 of 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 an event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the number 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 supersedes 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:

Name: Santa Rosa City Schools

Street: 211 Ridgway Ave

City/State/Zip: Santa Rosa, CA 95401

Phone: 707-890-3800

Email: mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Santa Rosa Junior College

Street: 1501 Mendocino Ave.

City/State/Zip: Santa Rosa, CA 95401

Phone: 707-527-4636

Email: jbarrie@santarosa.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 bases. 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 a venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS _____ DAY OF May, 2023.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa Cavin

Print Name: Kate Jolley

Associate Superintendent /CBO

Title: V.P. Finance & Admin. Services

mmartin@srs.k12.ca.us

Email: kjolley@santarosa.edu

707-890-3800

Phone: 707-527-4413

Exhibit A

SRJC Off-Campus Courses 8/14/23 - 12/14/23

Fall 2023 Schedule								
Santa Rosa City Schools *IMPORTANT NOTE: START AND END TIME INCLUDES 15 MIN TO OPEN AND CLOSE ROOM								
Campus	Courses	Dept.	Sect	Days	Hours	Beg Date	End Date	NOTE
James Monroe Elementary, Rm 11	ESL 713	ESL	3142	MW	5:45-9:40pm	8/28/23	12/5/23	
James Monroe Elementary, Rm 11	ADLTED 761.1	Adult Ed./College Skills	703	Thurs	5:45-9:15pm	8/24/23	10/12/23	
James Monroe	ADLTED 761.2	Adult Ed./College	746	Thurs	5:45-9:15pm	10/19/23	12/14/23	No Class:

Elementary, Rm 11		e Skills						11/23/2 3
Cesar Chavez Language Academy (CCLA) Rm 34	CSKLS 731	CSKLS	0377	Tu/Th	5:45-8:45 PM	8/15/23	10/5/23	
	CSKLS 732	CSKLS	0382	Tu/Th	5:45-8:45 PM	10/10/2 3	12/5/23	No Class: 11/23/2 3



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 National Academy of Athletics, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 07-0500-0-1140-1000-5800-127-5114

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

For Billing (if applicable): Bill to: CCLA - SRCS Billing frequency: Monthly

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 950

Approved at Site by*: [Signature] Date: 5/10/23
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: _____ Phone #: _____

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 8/16/2023 Proposed Contract End Date: 6/7/2024

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:

(b) CONTRACTOR's Responsibilities and Duties:

Scope of Work: The National Academy of Athletics will provide Supervised Lunchtime Sports Activities to the students of CCLA. Each child will be able to participate in sports, athletic or cooperative games and challenges.

Using the NAofA Talk – Teach – Play system, the goal is to help them fall in love with being active, learn to play together while developing hand-eye coordination, sport skills and confidence.

Provided: NAofA will provide fingerprinted, certified staff, curriculum and all necessary equipment to operate safe, engaging youth sports, playground games and other fun activities.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 30, 2022, and will continue through June 2, 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 18,000 Dollars (\$18,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The National Academy of Athletics will run a bi-weekly (Tuesday & Thursday) 2-hour supervised lunchtime activity program from 11:15am – 1:15pm. Students will be able to participate in structured sport games and activities upon finishing their lunch.

Program activities will include sports and playground games such as soccer, basketball, dodgeball, capture the flag and obstacle races.

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]

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@sres.k12.ca.us

CONTRACTOR:

Name: National Academy of Athletics

Street: 1260 N. Dutton Ave Suite 243 B

City/State/Zip: Santa Rosa, CA 95401

Phone: (707) 527 - 2071

Email: office@naofa.us

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: _____

Rick Edson

Deputy Superintendent

mmartin@sres.k12.ca.us

707-890-3800 x80201

Signature: 

Print Name: Taylor Spooner

Title: Sonoma County Manager

Email: office@nasta.us / t Spooner@nastadynamics.com

Phone: (707) 527-2071



60 South Market Street - Suite 1000
San Jose, California 95113-2336
voice 408.606.6300 - fax 408.606.6333
www.bwslaw.com

Direct No.: 408.606.6307
jyeh@bwslaw.com

May 24, 2023

VIA ELECTRONIC MAIL ONLY:

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

Re: Agreement for Legal Services – 2023-2024
Santa Rosa City Schools
Burke, Williams & Sorensen, LLP

Dear Superintendent Trunnell:

We are pleased to represent Santa Rosa City Schools (“Client”) with respect to the matters described in this Agreement. The following sets forth the terms pursuant to which Burke, Williams & Sorensen, LLP (“Burke”) and Client agree that Burke will provide legal services to Client. The hallmark of any productive professional relationship is effective communication. We invite you to contact us at any time during or after our representation with regard to any questions you may have associated with our representation or the matters described herein.

1. CONDITIONS. The effective date of this Agreement will be July 1, 2023 through June 30, 2024. This Agreement shall remain in effect until terminated by either party in accordance with the terms contained herein or by mutual agreement of the parties.

2. SCOPE OF SERVICES. Client hires Burke to provide legal services as directed by the Superintendent, administrators, or the Governing Board with respect to its general labor, personnel, business, legal, educational and governance matters. No representation outside of the services set forth herein shall be provided by Burke to Client. No representation of any directors, officers, employees, or any other persons or entities affiliated with Client shall be provided unless such representation is expressly included in this Agreement. Client will provide those legal services reasonably required to represent Client. Burke will take reasonable steps to keep Client informed of progress and to respond to all inquiries of Client. Services in any matter not described herein will require a separate written request from Client.

3. CLIENT OBLIGATIONS. Client agrees to cooperate and be truthful with Burke, to keep Burke informed of any information or developments which may come to their attention, to abide by the terms of this Agreement, to pay Burke’s bills on time, and to keep Burke advised of their current address, telephone number, and all other contact information. Client will assist Burke

Anna Trunnell
May 24, 2023
Page 2

in providing necessary information and documents, and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST. Before accepting representation of Client, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between Client and any other person or entity that would bar Burke from representing Client in general or in any of the specific matters listed herein. Burke has reviewed this issue in accordance with the Rules of Professional Conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to Client's representation. Client's execution and return of the enclosed copy of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California to any and all representation arising under this Agreement.

5. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Burke's prevailing rates for all time spent on Client's matter(s) by Burke's legal personnel. Current hourly rates for Burke's legal personnel are set forth in Attachment A to this Agreement.

Time will be billed in a minimum increment of one-tenth (.1) hour. The time charged will include the time Burke spends on telephone calls relating to Client's matter(s), including calls with Client, witnesses, opposing counsel, or court personnel. The legal personnel assigned to Client's matter(s) may confer among themselves about the matter(s), as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of Burke's legal personnel attends a meeting, court hearing, or other necessary proceeding, each will charge for the time spent for doing so. Burke will charge for waiting time in court and elsewhere and for travel time, both local and out of town, except as otherwise agreed to by Client and Burke.

6. COSTS AND OTHER CHARGES.

(a) Costs and Expenses. Burke will incur various costs and expenses in performing legal services under this Agreement. In addition to Burke's hourly fees, Client agrees to pay for all costs, disbursements, and expenses associated with our legal representation of Client. These costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees, and other similar items. Except for the items listed below, all costs and expenses will be charged at Burke's cost.

In-office photocopying (per page):	\$.20
In-office color photocopying (per document):	\$1.00
Facsimile charges (per document):	\$1.00

Anna Trunnell
May 24, 2023
Page 3

(b) Experts, Consultants, and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. Client agrees to pay such fees and charges. Burke will select any expert witnesses, consultants, investigators, or support services to be hired only with the express consent of the Client, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

7. BILLING STATEMENTS. Burke will send Client periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. Client may request a statement at intervals of less than 30 days. If Client so requests, Burke will provide one within 10 days. The statements shall include the amount, rate, basis of calculation, or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

8. DISCHARGE AND WITHDRAWAL. Client may discharge Burke at any time. Burke may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Burke's advice on a material matter, or any fact or circumstance that would render Burke's continuing representation of Client unlawful or unethical. When Burke's services conclude, all unpaid charges will immediately become due and payable by Client. Additionally, Burke will, upon Client's request, deliver all Client files and property in Burke's possession, whether or not Client has paid for all services.

9. DOCUMENT RETENTION POLICY. Upon written request, Client is entitled to any files in Burke's possession relating to the legal services performed by Burke for Client, excluding Burke's internal accounting records and other documents not reasonably necessary to Client's representation, subject to Burke's right to make copies of any files withdrawn by Client. Once a matter is concluded, Burke will close the file, and Client will receive notice thereof. Client's physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving these materials from storage. Thus, it is recommended that Client request the return of a file at the conclusion of a matter. Under Burke's document retention policy, Burke normally destroys files five (5) years after a matter is closed, unless other arrangements are made with Client, or as otherwise required by law.

All Client-supplied materials and all attorney end product (referred to generally as "client material") are the property of Client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of Burke. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

Anna Trunnell
May 24, 2023
Page 4

After the close of a matter, Burke will notify Client of any client materials that remain in Burke's possession. Client will be invited to retrieve these materials within 45 days of notice, or Client may direct Burke to forward the materials to Client, at Client's expense.

After the 45-day period, Burke will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client materials that remain in Burke's possession.

10. TECHNOLOGY. At its discretion, unless otherwise stated, Burke will employ technology to facilitate electronic discovery. This may include scanning of paper documents, culling of documents, converting electronically stored information into a format suitable for review, the usage of electronic review software, etc. Applicable associated costs, including electronic storage and transfer costs, may be billed to Client, if not already part of Burke's overhead.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement, and nothing in Burke's statements to Client, will be construed as a promise or guarantee regarding the outcome of the matter. Burke makes no such promises or guarantees. Burke's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Burke shall not be a guarantee. Actual fees may vary from estimates given.

12. MEDIATION/ARBITRATION; WAIVER OF JURY TRIAL. If a dispute arises out of or relating to any aspect of this Agreement between Client and Burke, or the breach thereof, and if the dispute cannot be settled through negotiation, Burke and Client agree to discuss in good faith the use of mediation before resorting to arbitration, litigation, or any other dispute resolution procedure. Nothing herein shall limit or otherwise affect your right under Sections 6200-6206 of the California Business and Professions Code to request arbitration of any fee dispute by an independent, impartial arbitrator or panel of arbitrators through a bar association program created solely to resolve fee disputes between lawyers and clients. However, should discussions, mediation or the non-binding arbitration provided through a local bar association program not resolve the dispute, the dispute shall be determined by binding arbitration before the American Arbitration Association under its then prevailing commercial arbitration rules, except that discovery may be taken in that arbitration pursuant to the California Code of Civil Procedure. The claims or controversies subject to this provision shall include, without limitation, any claim of professional negligence or malpractice. The arbitration shall be held in San Jose, California, unless we mutually select another venue, and judgment may be entered upon the arbitrator's award by any court having jurisdiction. Should you refuse or neglect to appear or participate in the arbitration proceedings, the arbitrator is empowered to decide the claim or controversy in accordance with the evidence presented. You should realize that by accepting the arbitration provision, YOU WILL WAIVE YOUR RIGHT TO A JURY TRIAL AND THE RIGHT, EXCEPT UNDER LIMITED CIRCUMSTANCES, TO APPEAL THE ARBITRATOR'S DECISION.

_____(Client Initial Here)  (Burke Initial Here)

Anna Trunnell
May 24, 2023
Page 5

13. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreements, statements, or promises made on or before the effective date of this Agreement, will be binding on the parties.

14. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

15. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

16. EFFECTIVE DATE. This Agreement will govern all legal services performed by Burke on behalf of Client commencing with the date Burke first performed legal services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Burke the reasonable value of any services Burke may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTAND THE FOREGOING TERMS, AND AGREE TO THEM AS OF THE DATE BURKE FIRST PROVIDED LEGAL SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY-EXECUTED DUPLICATE OF THIS AGREEMENT.

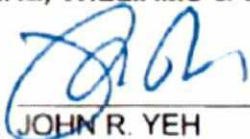
DATED: _____, 2023

SANTA ROSA CITY SCHOOLS

By: _____
ANNA TRUNNELL
SUPERINTENDENT

DATED: May 24, 2023

BURKE, WILLIAMS & SORENSEN, LLP

By:  _____
JOHN R. YEH

Anna Trunnell
May 24, 2023
Page 6

ATTACHMENT A

Rates for Attorneys and other timekeepers through June 30, 2024:

Shareholders:

John R. Yeh	\$310 / hour
Associate Attorneys	\$275 / hour



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 Colors of Spanish (COS), 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
*** 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: 07-0500-0-1140-1000-5800-127-5114

Funding Category: Base Supplemental Concentration
Restricted: Other:

For Billing (if applicable): Bill to: CCLA Billing frequency: Monthly

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 170

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

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

Contract Created by: [Signature] Phone #: [Number]
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: [Date] Proposed Contract End Date: [Date]

Requisition #: [Number]

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: [Date]

Verified by: [Signature] Date: [Date]
Fiscal Services Authorizer LAST REVISED ON 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

CCLA will provide schedule, classroom space and teacher supervision during weekly Music & Movement class.

(b) CONTRACTOR's Responsibilities and Duties:

COS will provide weekly, 45 minute Music & Movement class in Spanish to all TK-1 st grade classes (total 7).

Absences/Late Arrival - In the event the instructor is not able to attend class, they will advise classroom teachers and schedule a make-up class, based on the classroom teacher's availability.

In the event of a late-arrival of more than five minutes to the scheduled class, they will advise classroom teachers to cancel the class and schedule a make-up class, based on the classroom teacher's availability.

If a make-up class cannot be arranged, pursuant the classroom teacher's and COS availability, a credit will be provided in the following month's invoice.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on , 8/28/2023, and will continue through 5/24/2024, 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 Thirty-One Thousand, Seven Hundred and Thirty Dollars (\$31,730). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

COS will submit and monthly invoice to CCLA Office Manager. Payments will be made monthly.

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]

Oral language in Spanish will be developed. Teachers will supervise students during class and will be able to use the same songs with students throughout the week. Teachers will observe students during class for participation. Every student in attendance will participate.

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
x	Priority 4- Teaching and Learning Environment and Resources
x	Priority 5- Equity and Excellence
x	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srgs.k12.ca.us

CONTRACTOR:

Name: Color of Spanish

Street: P.O. Box 751296

City/State/Zip: Petaluma, Ca. 94975

Phone: 707-782-1084

Email: info@colorsofspanish.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

shoyos@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature:  _____

Print Name: Randy Tausch

Title: Operations Director

Email: randy@colorsofspanish.com

Phone: 707-482-1084



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 Humanidad Therapy & Education Services, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 07-3010-0-1140-3110-5150-127-5127

Funding Category: 07-3010-0-1140-3110-5850-127-5127

- Base Supplemental Concentration Restricted: Other:

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Tier 3 students: 75 at a time on a Rotation cycle

Approved at Site by*: Signature Date:

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: Signature Date:

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Phone #:

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Proposed Contract End Date:

Requisition #:

BUSINESS SERVICES USE ONLY

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

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

Verified by: Date:

Fiscal Services Authorizer

LAST REVISED ON 4-17-23

I. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide private office space for on site therapists. Two office locations at minimum. Work with consultant and school counselors to provide caseload/names of students for therapist. Weekly communication with site team to determine needs of students/ discuss progress. Prioritize referral client to newer trainees or Associated. Have a case load ready for the new trainees and Associate at the beginning of the contract (August)
Provide parent information to Associates and Trainees to obtain consent.

(b) CONTRACTOR's Responsibilities and Duties:

Provide five days per week of therapy for students at CCLA, TK-8th based on referrals from site team.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on , 8/28/2023, and will continue through 5/24/2024, 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 \$142,000 Dollars (one hundred forty two thousand dollars). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Monthly, upon invoice submitted to School Administrative Assistant.

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]

Number of students served, input from therapist and site team on student progress. The Student Outcomes:

1. To reduce suspensions and sanctions and increase attendance
2. To increase self-regulation and their ability to express emotions
3. To increase self-esteem
4. To increase use of proactive skills

Measure Tools: Data will be collected to measure each of these by self-report surveys tha twill be given to participants in pre-post inventories.

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: Humanidad Therapy & Education Services
Street: 1260 N. Dutton Avenue
City/State/Zip: Santa Rosa, CA 95401
Phone: 707-525-1515
Email: jtorres@humanidadtherapy.org

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

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

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

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

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

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

DISTRICT

Signature: _____

Lisa Cavin

Associate Superintendent

shoyos@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature:  _____

Print Name: Juan J Torres

Title: Executive Director

Email: jtorres@humanidadtherepy.org

Phone: 707-525-1515 x101



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 Alek Cordeiro (Portuguese Futbol), hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 07 - 0500 - 0 - 1140 - 1000 - 5800 - 127 - 5114

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

For Billing (if applicable): Bill to: CCAVSRCS Billing frequency: Monthly

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 950

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

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

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

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

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____
Fiscal Services Authorizer LAST REVISED ON 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

[Empty rectangular box for District's Responsibilities and Duties]

(b) CONTRACTOR's Responsibilities and Duties:

Alek Cordeiro will provide additional social and emotional support to our students during lunch recess. This program will be here Mondays and Tuesdays for 1.5 hours starting August 16, 2023 June 5, 2024. Alek will be here from 11:15am to 12:45pm

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 16, 2023, and will continue through June 6, 2024, 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 seven thousand two hundred forty-five Dollars (\$7,245.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Alek Cordeiro (Portuguese Futbol) will submit monthly invoice to CCLA Office Manager. Payments will be made monthly.

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]

Helping kids' social emotional needs by playing an inclusive sport to be competitive and have fun while learning and being coachable.

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
x	Priority 4- Teaching and Learning Environment and Resources
x	Priority 5- Equity and Excellence
x	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Name:Alek Cordeiro
Street: 79 William Street Unit O
City/State/Zip Cotati, Ca. 94931
Phone:408-500-5708
Email: portuguesefutbolacademy@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

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: _____

Lisa Cavin

Associate Superintendent

shoyos@srcs.k12.ca.us

707-890-3800 x80261

Signature: 

Print Name: Alek Cordeiro

Title: Owner

Email: portuguesefutbolacademy@gmail.com

Phone: 408-500-5708



**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 Kathleen Farrell, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01 - 6500 - 0-5710 -1110 - 5800 - 119 - 5198

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: _____

Approved at Site by*: Janel Black Date: 5-30-2023
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Eugenia Chaparro/Lewis Early Learning Academy **Phone #:** 707-8903825 x59101
Name of SRCS employee AND dept. or school site

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

Requisition #: R24-00236

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:

If required, district will provide necessary guidance to Physical therapist.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide individual Physical Therapy services, perform needed evaluations, and work collaboratively with director, principals, teachers/school staff and parents.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2023, and will continue through June 30, 2024, 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 eleven thousand Dollars (\$11,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of monthly/bi-monthly/weekly invoices. Parties agree vendor shall be paid \$123.99/hour at _____ hours/week. Any hours in excess of the above hours must be pre-approved by Special Services Administrator.

"Non-Solicitation Clause: The District Agrees not to solicit the contractor for the term of this contract. If at the termination of this contract the District and the Contractor mutually to enter into an employment arrangement, the District will shall not be required to pay the Vendor a service fee due to agreeing to increased fees for the 2023-2024 school year."

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

- Contractor shall keep a log of activities including, but no limited to testing and observations conducted. Payment for any invoice may be withheld pending satisfactory receipt of his log.
- Measurable Metrics:
 - Vendor to attend all IFSP meetings as required
 - Vendor to be prepared with reports while at all IFSP meetings
 - Satisfactory Attendance/Professional Etiquette, and
 - Satisfactory evaluation by Special Services Administration
- Frequency:
 - Quarterly
 - Semester; and
 - End of Year

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

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

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

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

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

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax

returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

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

mmartin@srs.k12.ca.us

CONTRACTOR:

Name: Kathleen Farrell

Street: 350 Pythian Rd

City/State/Zip: Santa Rosa, CA 95409

Phone: (707) 484-1995

Email: kathyfarrell11@comcast.net

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 2023.

DISTRICT

Signature: _____

Print Name: _____

Title: Associate Superintendent

Email: shoyos@srs.k12.ca.us

Phone: 707-890-3800 x 80201

AUTHORIZED SIGNER or CONTRACTOR

Signature: Kathleen Farrell

Print Name: Kathleen Farrell

Title: Pediatric Physical Therapist

Email: kathyfarrell11@comcast.net

Phone: 707-484 1995



EMBRACE • ENGAGE • EMPOWER

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 Restorative Justice on The Rise, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

X 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: 01- 0500- 0- 1140- 1000- 5800-119-L315 01- 0500- 0- 1140- 1000- 5800-249-L315

Funding Category: [] Base [] Supplemental [] Concentration
[] Restricted: [] Other:

For Billing (if applicable): [] Bill to: kenemark@srcs.k12.ca.us Billing frequency:

Contract is: X New [] Renewal [] Addendum [] Amendment

Number of Individuals Served: 18 Restorative Specialist and Administrator

Approved at Site by*: Date:

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: Date: 6/6/23

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Kaesa Enemark Phone #: 707-890-3800 X80412
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: June 15, 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 3-31-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

1. Ongoing communication with Restorative Practices Coordinator
2. Provide zoom link if necessary
3. Process payment upon receipt of invoice

(b) CONTRACTOR's Responsibilities and Duties:

1. Conduct needs assessment with the restorative specialist team regarding Restorative Practices in SRC'S
2. Collaborate on next steps for reboot and rollout of Restorative Practices in SRC'S
3. Develop plan to support the restorative specialists through training creation, modules and practice
4. Support preparing for general long-term planning processes
5. Support the team in systems and practices to increase the efficacy of Restorative district-wide approach

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 15, 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 four thousand nine hundred and ninety nine Dollars (\$4,999). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment for this short term contract will be processed the month that the services are rendered.

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

This 1 month planning contract will have metrics with longer term positive impacts for students, however this initial collaboration will focus on planning systems.

The contractor will provide written documentation of the items below with survey data related to each item.

- The Restorative School Checklist (also measures SEL, Trauma Informed approaches, and Schoolwide restorative practices) will be complete and help drive the next steps
- There will be a draft "roadmap" of next steps for Restorative Practices roll out for district level considerations
- The restorative specialists will have confidence in a plan for training/learning
- The needs assessments include, what is working, not working, additional needs regarding the current process and features of Restorative Practices within SRCS.

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

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Name: Molly R. Leach
Street: 125 Blake St.
City/State/Zip: Salida, CO 81201
Phone: 719-221-5663
Email: rjonrise@gmail.com
Web: <https://restorativejusticeontherise.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 5th DAY OF June, 20223.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____
Print Name: Lisa Cavin
Title: Associate Superintendent Business Services
Email: lcavin@srcs.k12.ca.us
Phone: 707-890-3800

Signature:  _____
Print Name: Molly R. Leach
Title: _____
Email: rjonrise@gmail.com
Phone: 719-221-5663



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the "Agreement") is dated May 9, 2023 and is between the SANTA ROSA CITY SCHOOLS (hereinafter called the "District"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2023 and ends on June 30, 2024 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a "Crossing Guard". Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the District.
3. The District's representative in dealing with the Contractor shall be designated by Santa Rosa City Schools.
4. The District shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the "Services") shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under District's jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the District a Certificate of Insurance naming the District and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the District and shall not call on the District's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the District, its officers, agents and interest of the District. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the District.
11. Contractor agrees to defend, indemnify and hold harmless the District, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay District, its officers, agents, or employees, any and all costs and expenses incurred by the District, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of District, liability will be apportioned between Contractor and District based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify District will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to District for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the District.
14. The District agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-two Dollars and Fifty-three Cents (**\$32.53**) per hour, per Crossing Guard during the term. Based on a minimum of twenty-six (26) sites and upon a projected (17,028) hours of service the cost shall not exceed Five Hundred Fifty-three Thousand, Nine Hundred Twenty-one Dollars (\$553,921.00) per year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide District with 60 days-notice of its request to increase pricing. District agrees to review and respond to said notice within 30 days of receipt.
17. The District shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

DISTRICT

Santa Rosa City Schools

By _____
Signature

Print Name and Title

Date _____

CONTRACTOR

All City Management Services, Inc.

By _____
D. Farwell, Corporate Secretary

Date _____

MASTER SERVICES AGREEMENT

Term Sheet

Customer:	Santa Rosa City Schools
Contact person:	Name: Kaesa Enemark Email: kenemark@srcs.k12.ca.us
Program:	<input checked="" type="checkbox"/> Training <input checked="" type="checkbox"/> Support <input checked="" type="checkbox"/> Curriculum
Services:	<u>Training:</u> All participating educators will receive virtual training facilitated by Wayfinder personnel, as detailed in the attached price quote. <u>Support:</u> Customer will be assigned a Wayfinder Account Manager who will support all Customer personnel throughout the duration of the partnership through activities that include but are not limited to regular check-ins, ongoing coaching, lesson feedback, and parent communications. <u>Curriculum:</u> Customer will receive all Wayfinder student and teacher facing materials needed to implement the Program, as specified in the attached price quote.
Initial Term:	July 1, 2023 – June 30, 2024
Renewal Term:	July 1, 2024 – June 30, 2025 The Agreement will automatically renew after the Initial Term for an additional period of one (1) year (the “Renewal Term”) for the same Program Fees, unless canceled as provided below. The Initial Term and any Renewal Term shall be referred to collectively as the “Term.” Either party may terminate this Agreement at the end of the Initial Term by providing written notice to the other party at least sixty (60) days prior to the end of the Initial Term.
Program Fees:	- \$108,950: 7-12 Curriculum & Support (please see attached price quote for detailed price breakdown)
Special Terms:	

PROJECT WAYFINDER, INC.

By: PCD
Name & Title: Patrick Cook-Deegan, CEO
Address: PO Box 2876, Berkeley, CA 94702

CUSTOMER:

By: _____
Name & Title: _____
Date: _____

Terms and Conditions

This Master Services Agreement (“Agreement”) is entered into by and between Project Wayfinder, Inc. (“Wayfinder”) and Customer on the following terms:

- 1. Services.** Wayfinder will provide Customer with the Services during the Term, as described in the Term Sheet.
- 2. Invoicing and Payment Terms.** Program Fees will be invoiced annually in advance and are due within thirty (30) days after receipt of invoice. Program Fees may not be prorated, regardless of program start or end date. Wayfinder requests that payments be made electronically via direct deposit or ACH wire transfer. Wayfinder may charge interest equal to 1.5% of the unpaid balance of any outstanding invoice for each month, or a portion thereof, that the balance is unpaid. Payments will be credited first to interest charges and then to the unpaid balance. Customer shall be responsible for all collection costs, including reasonable attorneys’ fees, incurred by Wayfinder to collect amounts owed on any invoice.
- 3. Ownership of Materials.** Customer acknowledges that Wayfinder retains ownership of all right, title and interest in and to the materials used by Wayfinder in connection with the Services, including the Curriculum, games, training products, assessment tools, reference documents, and other materials including all derivative works thereof (collectively, the “Materials”). Wayfinder may make Materials available in various ways, including, without limitation, through presenting Materials at training or consultation sessions, enabling Customer to download Materials from Wayfinder websites and file-sharing sites, and providing Customer with access to interactive websites. Customer acknowledges that Wayfinder retains all intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the limited license granted to Customer below. Customer agrees not to (i) copy, modify, or reverse engineer any Materials, make derivative works based upon the Materials, or use the Materials to develop any products, without Wayfinder’s prior written approval, or (ii) sell, license, rent, or transfer Materials to any third party.
- 4. Limited License.** Wayfinder hereby grants to Customer and Customer accepts a non-transferable, non-exclusive license to use the Materials, subject to the terms and conditions set forth herein, as applicable. Customer may use, copy, adapt, and distribute the Materials only for purposes of program implementation. Customer must obtain prior written approval from Wayfinder to use Materials for any other purpose, including sharing any part of the Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences). Under no circumstances may Customer distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation or distribute outside Customer any Customer-created derivatives or revisions of any Materials.
- 5. Work Product.** Subject to Wayfinder’s obligations with respect to confidentiality and student data privacy, Wayfinder retains the right to utilize any work product produced in connection with the Services and Materials, including but not limited to student responses to toolkit questions, student answers to survey questions, and other data and statistics related to use of the Materials, to conduct assessments, create case studies and prepare insights and data analysis regarding the Materials and student impact.
- 6. FERPA.** The Services comply with all applicable provisions of the Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99). FERPA is a Federal law that protects personally identifiable information in students’ education records from unauthorized disclosure. Wayfinder does not collect any student information that could be defined as “education records” under FERPA, however, in the event that FERPA is

deemed to apply to any student information that Wayfinder does collect, as a service provider Wayfinder only processes such information for educational purposes and therefore comes within the "school official" exception under FERPA. In the event Wayfinder receives a subpoena or judicial order for the disclosure of education records, we will notify Customer prior to fulfilling the request in accordance with §99.31(a)(9).

7. Confidentiality.

(a) Each party acknowledges that, in the course of performing its duties under this Agreement, it may obtain information relating to the other party which is of a confidential and proprietary nature ("Confidential Information"). Such Confidential Information may include, but is not limited to, personal information of the parties and/or students, trade secrets, know how invention techniques, processes, programs, schematics, software source documents, data, customer lists, financial information, and sales and marketing plans or information which a party knows or has reason to know is confidential, proprietary or trade secret information of another party. Each party shall at all times, both during the Term and for a period of at least three (3) years after its termination, keep in trust and confidence all such Confidential Information, and shall not use such Confidential Information other than as expressly authorized by the disclosing party, nor shall a party disclose any such Confidential Information to third parties without the written consent of the disclosing party.

(b) The obligations of confidentiality shall not apply to information which (i) has entered the public domain except where such entry is the result of a party's breach of this Agreement; (ii) prior to disclosure hereunder was already in the possession of another party; (iii) subsequent to disclosure hereunder is obtained by a party on a non-confidential basis from a third party who has the right to disclose such information to that party; or (iv) as required by law or a court order.

(c) No party shall disclose, advertise, or publish the terms and conditions of this Agreement without the prior written consent of the other party.

8. Student Data. Wayfinder shall not use student data gathered from students through the performance of the Services, including through Wayfinder's website or web application, to create a profile about a student or otherwise identify a student except in furtherance of specific Services as set forth in this Agreement.

9. Publicity. The parties may not use or refer to the name of the other party in any media release, public announcement, marketing materials, public disclosure or for any commercial purpose, without the prior written consent of the named party

10. Status of Parties. The parties shall be independent contractors in the performance of this Agreement, and nothing herein is intended or may be construed to make either party the employee, agent, partner, or representative of the other. Neither party shall represent to any third party that they are the employee, agent, partner, or representative of the other party.

11. Indemnification; Limitation of Liability.

(a) Indemnification by Customer. Customer will indemnify, defend, and hold Wayfinder and its officers, directors, employees, representatives, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third

parties relating to or arising out of Customer's negligent acts or omissions or willful misconduct in the performance of this Agreement.

(b) **Indemnification by Wayfinder.** Wayfinder will indemnify, defend, and hold Customer and its officers, directors, employees, representatives, agents, and assigns harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of Wayfinder's negligent acts or omissions or willful misconduct in the performance of this Agreement.

(c) **Limitation of Liability.** Except for the indemnification obligations of each party set forth above, neither party will be liable to the other party for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if such party was apprised of the likelihood of such damages.

(d) **Insurance.** Each party shall maintain for itself commercially reasonable amounts and types of liability insurance coverage according to each party's respective responsibilities and risk herein. Upon request by a party, the other party shall provide a certificate of insurance as evidence of such coverage.

12. **Right to Reschedule/Cancel.** If the Services include in-person training, Customer may reschedule or cancel the training by providing written notice to Wayfinder at least 90 days prior to the scheduled in-person training date. Customer is responsible for payment expenses incurred by Wayfinder prior to receipt of a timely notice of termination. Wayfinder will refund the balance of amounts previously paid, or if the amount of fees paid are not sufficient to compensate Wayfinder for expenses incurred prior to termination, Wayfinder will invoice Customer for such expenses. Customer will pay the invoiced amount within 10 days of receipt of invoice.
13. **Notices.** Any notice required under this Agreement shall be in writing, delivered by priority or overnight mail, any overnight delivery service, or via e-mail at such e-mail address(es) as a party may designate.
14. **Force Majeure.** Neither party shall be held liable to the other party for any failure or delay arising out of any cause or event beyond such party's control, including, without limitation, fire, floods, trade embargoes or sanctions, acts of war (whether war is declared or not), insurrections, riots, civil commotions, strikes, lockouts or other labor disturbances, acts of God, global pandemic or governmental action; provided, however, that the party so affected shall use reasonable commercial efforts to avoid such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed.
15. **Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the State of California.
16. **Severability.** If any term or provision of this Agreement shall be found invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
17. **No Waiver.** The failure of either party to insist upon strict performance of any obligation of the other party hereunder, irrespective of the length of time for which such failure continues, shall not be a waiver of that party's right to demand strict compliance in the future.

18. **Amendment.** This Agreement may be changed, modified and/or amended only by a writing duly executed by the parties hereto.
19. **Counterparts.** This Agreement may be executed in one or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which shall constitute one and the same document.

**FIRST AMENDMENT
TO
SOLAR POWER PURCHASE AGREEMENT**

This First Amendment to the Solar Power Purchase Agreement (this "Amendment"), dated as of _____, 2023, is entered into by and between Ridgway Ave DG Solar, LLC ("Service Provider") on the one hand, and City of Santa Rosa Elementary School District ("Elementary District") and Santa Rosa High School District ("High School District") and, collectively with Elementary District, "Client") on the other hand. Each of Service Provider and Client hereinafter sometimes are referred to individually as a "Party" and collectively as the "Parties".

RECITALS

- A. Service Provider and Client are parties to that certain Solar Power Purchase Agreement dated August 2, 2022 (the "PPA Contract").
- B. For Service Provider to complete construction of its Systems described in the PPA Contract, Client needs to retain and utilize services of certain inspectors ("**DSA Inspectors**") as required by applicable provisions of the California Education Code.
- C. Upon entering into the PPA Contract, neither Party budgeted for the payment of DSA Inspectors required to complete the Systems. The Parties now mutually desire to update certain terms and conditions in the PPA Contract, as of the date of this Amendment, to provide a funding mechanism for the cost of retaining and utilizing DSA Inspectors, in accordance with the terms and conditions set forth in this Amendment.
- D. Pursuant to and in accordance with Section 20(l) of Exhibit 3 of the PPA Contract, any amendment, modification or change to the PPA Contract will be void unless in writing and signed by Service Provider, Elementary District and High School District.

NOW THEREFORE, in consideration of the mutual promises set forth below, recitals above, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

- 1. Amendment to PPA Contract. The PPA Contract is hereby amended as follows:
 - a. The definition of the term "Contract Price" as used throughout the PPA Contract and shown in Section 4 of Exhibit 1 of the PPA Contract, is hereby amended to be "\$0.2207 / kWh in year one of the Term, subject to a one percent (1.00%) per annum escalation in each subsequent Contract Year of the Term and the Additional Term, if applicable."
 - b. Section 10 of Exhibit 1 of the PPA Contract is hereby amended by deleting the table in its entirety and replacing it with the following:

End of Contract Year	Purchase Option Price
-----------------------------	------------------------------

6	\$16,589,287.56
10	\$13,161,964.34
15	\$8,774,643.85
20	\$4,867,145.81
25	Fair Market Value

c. A new Section 21 is hereby added to the end of Exhibit 3 of the PPA Contract as follows:

21. Division of the State Architect Special Inspection Allowance.

a. **General.** Service Provider shall reserve within its project budget a total special inspection allowance of \$600,000 (the “**DSA Special Inspection Allowance**”). The total DSA Special Inspection Allowance is calculated on the basis of \$133/kWdc for the total anticipated All Systems size of 4,500 kWdc. The purpose of the DSA Special Inspection Allowance shall be to fund certain California Division of the State Architect (“**DSA**”) inspections (the “**DSA Inspections**”).

b. **Per-System Disbursement of Initial Allowance.** Receipt of all permits and DSA approvals for a System, retention of necessary subcontractors and materials needed to begin construction, and Client’s retention of a DSA Inspector (collectively, the “**DSA Inspection Conditions**”), shall be conditions precedent to draws from the DSA Special Inspection Allowance as discussed herein. Upon completion of the DSA Inspection Conditions for a System as mutually agreed between the Parties, Service Provider shall, within ten (10) business days thereof, pay Client (via check or wire transfer) a lump sum equal to \$133/kWdc based on the anticipated size of the System (the “**Initial Allowance**”).

c. **Per-System Final Adjustment.**

The Parties recognize that the actual installed size of any System may be different than the anticipated System size upon which the Initial Allowance is based. Thus, after completion of each System, the Initial Allowance shall be adjusted to \$133/kWdc based on the final, actually installed size of the System (the “**Finalized Allowance**”).

If the Finalized Allowance for a System is *greater than* the Initial Allowance, then Service Provider shall (if there are funds remaining in the DSA Special Inspection Allowance) provide a “true up” payment (from the remaining DSA Special Inspection Allowance) to Client within ten (10) business days of the completion of the System, by check or wire transfer.

If the Finalized Allowance for a System is *less than* the Initial Allowance, then Service Provider shall either (a) request that Client refund the difference back to the DSA Special Inspection Allowance; or (b) direct Client to retain the funds and apply such difference to future DSA Inspections.

- d. **DSA Inspection Costs Exceeding Budget.** If Client spends the entire \$600,000 DSA Special Inspection Allowance, and further costs need to be incurred to complete DSA Inspections on a System, then Client shall be responsible for funding such costs.
- e. **Roles.** Client shall be responsible for finding and contracting with DSA Inspectors as reasonably necessary for Service Provider to timely complete the Systems. However, if despite Client's reasonable efforts, Client is unable to locate and retain sufficient DSA Inspectors in order for Service Provider to complete any System in a timely manner, such inability shall be considered an event of Force Majeure, as discussed in Section 17. Neither Service Provider nor Client shall be responsible to each other or to any third party for the timeliness, accuracy, quality, or completeness of the work of any DSA Inspector, and shall not be liable for any acts or omissions of any DSA Inspector.
- f. **Limitation on Client's Use of DSA Special Inspection Allowance.** Client shall not use funds from the DSA Special Inspection Allowance for any purpose other than DSA Inspections. Notwithstanding the foregoing, if, after All Systems are either completed or abandoned by Service Provider, the Finalized Allowance for all completed Systems is greater than the District's actual cost to pay the inspectors, the District may use the remaining balance for any purpose it deems appropriate.

2. **Effect of Amendment.** Upon the execution of this Amendment by the Parties, the PPA Contract shall be, and be deemed to be, modified and amended only to the extent set forth in this Amendment and the respective rights, obligations, duties and liabilities of the Parties shall hereafter be determined, exercised and enforced subject in all respects to such modifications and amendments, and all the terms and conditions of this Amendment shall be deemed to be part of the terms and conditions of the PPA Contract, as applicable, for any and all purposes. Except as specifically provided herein, the PPA Contract shall remain unchanged and in full force and effect.

3. **Preparation of Amendment.** This Amendment was prepared jointly by the Parties, each Party having had access to advice of its own counsel, and not by either Party to the exclusion of the other Party, and shall not be construed against either Party hereto as a result of the manner in which this Amendment was prepared, negotiated or executed.

4. **Execution, Delivery and Enforceability.** Each of the Parties has all requisite power and authority to execute and deliver this Amendment. The execution and delivery by each of the Parties of this Amendment have been duly and validly authorized by all necessary corporate or limited liability company action required by such Party, and no other acts, approvals or corporate or limited liability company proceedings on its part or on the part of the holders of such Party's equity or ownership interests or debt securities or any other person are necessary to authorize the same. This Amendment constitutes the valid and legally binding obligations of each Party, enforceable against such Party in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization,

moratorium or other similar laws of general application relating to or affecting the enforcement of creditors' rights and by general equitable principles.

5. Governing Law. This Amendment shall be governed by and construed in accordance with the laws of the State of California, excluding any choice of law rules that may direct the application of the laws of another jurisdiction.

6. Amendments. No modification or amendment of any provision of this Amendment shall be effective unless made in writing referring specifically to this Amendment and duly signed by or on behalf of each of the Parties.

7. Counterparts. This Amendment may be executed in separate counterparts by the Parties, including portable document format counterparts, each of which when executed and delivered shall be an original, but all of which shall constitute one and the same instrument.

[Signature page follows]

IN WITNESS WHEREOF, intending to be legally bound hereby, the Parties have executed and delivered this Amendment as of the day and year first written above.

SERVICE PROVIDER:

Ridgway Ave DG Solar, LLC

By: _____

Name:

Title:

CLIENT:

City of Santa Rosa Elementary School District and Santa Rosa High School District

By: _____

Name:

Title:

648-157/6612135.1



Arntz Builders, Inc.

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

May 1, 2023

Hi Erik,
PBK has completed the review PCO 28, Donor Plaque.
We 'Take No Exceptions'.
Richard Heintz, PBK 6-2-23

Erik Oden

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

Subject : Project Name
File No. : **28 Donor Plaque**

Costs associated with Purchasing and installing the Donor Plaque.

Prime Work:

Labor		\$850.00
Material		\$3,975.00
Equipment/Other		\$0.00
Prime Subtotal		\$4,825.00
Mark-Up	15.0%	\$723.75
PRIME TOTAL		\$5,548.75

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, Inc.

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

May 1, 2023

SUBJECT : PROGRESS FOUNDATION TREATMENT FACILITY

Job # 2107 Prime work : Estimate
 FILE # 28
 RFI #:

ITEM	QTY	unit	Materials		Labor		Equipment	
			UNIT	MAT.	UNIT	LABOR	UNIT	EQUIP.
Carpenter	8	hrs	0.00	0.00	106.27	850.16	0.00	0.00
Plaque	1	ls	3,246.79	3,246.79	0.00	0.00	0.00	0.00
Mounting materials and hardware	1	ls	400.00	400.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00
			0.00	0.00	0.00	0.00	0.00	0.00
Subtotals:			Materials:	3,646.79	Labor:	850.16	Equip.:	0.00

Material Summary

Material Cost (See Estimate Sheet Above.)	\$3,647
Misc. Materials 2%	
Subtotal Materials	\$3,647
+ .09 Sales Tax	\$328
TOTAL MATERIALS	\$3,975

Labor Summary

Labor (See Estimate Sheet Above.)	\$850
Subtotal Labor	\$850
Safety (4% x Labor)	
TOTAL LABOR	\$850

Other Direct Cost

Tool/Equipment Rental (See Estimate Sheet Above.)	\$0
Dump Charges	\$0
Detailing/As Built	\$0
Estimating	\$0
Construction Schedule Updating	\$0
Blueprinting/copying	\$0
Subcontract Preparation fee	\$0
Project Manager	\$0
TOTAL OTHER DIRECT COSTS	\$0

SUBTOTAL COSTS: \$4,825

Cast Metal Plaque

Scale 1/4"=1"

Ag Building
SANTA ROSA HIGH SCHOOL
SANTA ROSA CITY SCHOOLS

BOARD OF TRUSTEES

ED SHEFFIELD	JILL McCORMICK
ALEGRÍA DE LA CRUZ	LAURIE FONG
EVER FLORES	STEPHANIE MANIÉRI
OMAR MEDINA	

FORMER BOARD OF TRUSTEES

JENNI KLOSE	EVELYN ANDERSON
FRANK PUGH	BILL CARLE
RON KRISTOF	

SANTA ROSA CITY SCHOOLS

SUPERINTENDENT	ANNA TRUNNEL
FORMER SUPERINTENDENT	DR. DIANN KITAMURA
PRINCIPAL	DR. KIMBERLY CLISSOLD
FORMER PRINCIPAL	BRAD COSCARELLI

MAJOR DONORS
 Raley's Supermarket
 Alvin Hansen Foundation

We would like to recognize and thank the members of the Agricultural Community, Santa Rosa City Schools District, and Santa Rosa High School Agriculture Program supporters for their tremendous contributions in the days, months, and years following the Tubbs Fire of 2017. Due to their support, this facility was developed to serve the future of Agriculture and the youth who will change the world.

JANUARY 30, 2022



Blind Stud Mount
 Standard mechanical method of dimensional letter attachment. Stud mounted letters are attached to wall with permanent adhesive and stainless steel studs.

Please select Background Color

<input type="checkbox"/> Black	<input type="checkbox"/> Dark Oxide
<input type="checkbox"/> Brown	<input checked="" type="checkbox"/> Duranodic Bronze

Please select Background Color Texture

<input type="checkbox"/> Simple
<input checked="" type="checkbox"/> Satin
<input type="checkbox"/> Sand

Dedication Plaque

Please Confirm Text

24"x18", Qty: 1

Typestyle: Helvetica

Material: Cast Bronze

Depth: 1/2"



Please select Border

<input type="checkbox"/> 	<input type="checkbox"/> 	<input checked="" type="checkbox"/>
------------------------------	------------------------------	---

Cast Bronze
 Satin Brushed
 Raised Text