

HEALTHY ROSTER

Proposal & Order Form

Parties, Services & Pricing

Healthy Roster Information

Healthy Roster, Inc ("Healthy Roster", "us", "we", or "our") PO Box 1114, Dublin, OH 43017	Prepared by:	Amelia Boyer
	Prepared on:	06 / 06 / 2023

Customer Information

Santa Rosa City Schools("Customer", "You" or "Your") 211 Ridgway Avenue, Santa RosaCA, 95401	Term (months):	12
	Effective Date:	09 / 01 / 2023

Prepared For:		Bill To:	
SIGNER NAME	Ryan Thompson	BILL TO NAME	Nathan Heerd
SIGNER EMAIL	rwthompson@srcs.k12.ca.us	BILL TO EMAIL	accounting@healthyroster.com
SIGNER PHONE	(707) 528-5241	BILL TO PHONE	

Pricing Summary

Name	Price	QTY	Discount1	Subtotal
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Sports Med EMR User	\$588.00	5	10.00%	\$2,646.00
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Subtotal **\$2,646.00**

Total \$2,646.00

MSA, Taxes and Other Special Terms

Once this Order Form is executed by both Parties, the following terms (collectively, the Agreement) govern your use of any and all Healthy Roster Services.

(a) This Order Form

(b) The Healthy Roster Master Services Agreement and any documents referred to therein, located at <https://www.healthyroster.com/msa>;

(c) Any applicable Business Associates Agreement;

By executing this Order Form, Customer acknowledges having (i) accessed online and/or been provided a copy of all elements of the Agreement via links in the paragraph above, and (ii) read and accepted all of those terms inclusive in the Agreement. Any capitalized terms in this Order Form that are not defined herein have the meaning indicated elsewhere in the Agreement.

The Agreement is the Parties' entire agreement regarding this subject matter, and supersedes and prevails over any and all other discussions, understandings and agreements (including, without limitation, any purchase order or other unilateral document) related to the subject matter of the Agreement. In the event of any inconsistency or conflict between this Order Form, on the one hand, and the Terms of Use, on the other hand, this Order Form will take precedence and prevail.

Healthy Roster fees are exclusive of all taxes, levies or duties imposed by taxing authorities. The Parties' respective tax obligations will be as provided in their Healthy Roster Services and Software Terms and Conditions and applicable law.

 Initial here if your organization is a qualified tax-exempt entity and submit your IRS determination letter to the preparer of this Order Form. Failure to submit IRS determination letters will result in fees being assessed the appropriate taxes accordingly to applicable law.

Customer (authorized representative)	Healthy Roster, Inc (authorized representative)
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

LA SIERRA UNIVERSITY
4500 Riverwalk Parkway, Riverside, CA 92515
INTERN TEACHING
MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into by and between Santa Rosa City Schools (Hereinafter called “Employing District”) and LA SIERRA UNIVERSITY (hereinafter called the “University”).

RECITALS

- A. The purpose of this Memorandum of Understanding is to provide to the students of the University educational clinical practice experience.
- B. The University has established programs in intern teaching.
- C. The programs require locations where the students can obtain clinical practice experience.
- D. Remuneration is to be provided by the District, to the intern teachers for service provided by the intern teachers participating in these programs.

TERMS

In consideration of the mutual promises and conditions in this Memorandum of Understanding and for good and valuable consideration, the University and the Employing District agree as follows:

1.0 Obligations of the Employing District.

- 1.1 The Employing District shall provide to the intern teacher of the University educational clinical practice experience in schools, classes or other appropriate sites of the Employing District, under the direct or indirect supervision of certified employees of the Employing District.
- 1.2 The Employing District’s Supervisor shall be the school site’s principal or assistant principal, unless designated otherwise.
- 1.3 The Employing District will designate appropriate personnel to coordinate the intern teacher’s clinical practice experience. This will involve working with University faculty and staff to assign interns to the appropriate sites as required by the particular program.
- 1.4 Prior to an intern teacher assuming daily teaching responsibilities, the Employing District shall assign a mentor to the intern teacher and provide sufficient resources, including identification of protected time for the Employing District’s mentor to work with the intern teacher during or after the school day to include defined expectations for the type and frequency of mentor and support. The qualifications of the mentor shall include a valid California teaching credential, three years of teaching experience, and English learner (EL) authorization (unless another mentor/support provider has been designated for only English learner mentoring and support. (See 3.0 Preparation to Teach English Learners).

- 1.5 The Employing District's mentor shall collaborate with the University Supervisor and meet regularly with the intern teacher to ensure adherence to the California Teaching Performance Expectations (TPE) and other such standards applicable to the specific regular standard teaching credential that the intern teacher is seeking.
- 1.6 The Employing District's mentor shall collaborate with the University Supervisor to provide a yearly minimum of 144 hours of mentoring and support to each intern teacher per school year including coaching, modeling, demonstrating within the classroom, assistance with course planning, and problem-solving regarding students, curriculum, and development of effective teaching methodologies. The minimum mentoring and support provided to the intern teacher who assumes daily teaching responsibilities after the beginning of the school year shall be equal to four hours times the number of instructional weeks remaining in the school year. A minimum of two hours of mentoring and support shall be provided to an intern teacher every five instructional days.
- 1.7 The Employing District shall include the intern teacher in appropriate Employing District support programs and regularly scheduled staff development activities.
- 1.8 The Employing District recognizes that the intern teacher is an employee of the Employing District subject to all the rights and obligations associated with such employment, including employee clearances (i.e., fingerprinting), normal teacher evaluation policies, and practices. The intern assumes all responsibility as teacher of record. For employment purposes, the Employing District shall be the sole evaluator of the intern teacher, including the evaluation process, instrument, and content. The University stipulates that the intern's services meet the instructional needs of the Employing District.
- 1.9 The Employing District shall collaborate with the University to develop a Professional Development Plan (PDP), which will include the following: provisions for an annual evaluation of the intern teacher.
- 1.10 The Employing District, in cooperation with the University Supervisor, agrees to document and monitor processes to ensure that the intern teacher receives the California Commission on Teacher Credentialing (CTC) required yearly minimum of 144 hours of mentoring and support.
- 1.11 The Employing District will recommend to the University the withdrawal of an intern teacher if: (1) the achievement, progress, adjustment, or health of the student does not warrant continuation at the Employing District, or (2) the behavior of the intern teacher fails to conform to the applicable regulations of the Employing District. The Employing District will assist the University, if necessary, in implementing this recommendation.
- 1.12 The Employing District reserves the right, exercisable in its discretion after consultation with the University, to exclude any intern teacher from its premises in the event that such person's conduct or state of health is deemed objectionable or detrimental, considering the proper administration of said Employing District.
- 1.13 The Employing District shall provide emergency care in case of illness or accident to any participating intern teacher.
- 1.14 No intern's salary may be reduced by more than 1/8th of the Employing District's total pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to

regularly certificated persons.

- 1.15 The University and the Employing District certify that interns do not displace certificated employees. The Employing District must provide a statement to the University about the lack of availability of qualified certificated persons holding the credential.
- 1.16 The Employing District Supervisor for each intern shall ensure that the curriculum and objectives outlined in the University Credential Handbook are met by each intern teacher. Additionally, each Employing District Supervisor shall comply with all duties and responsibilities assigned them under the University Credential Handbook.
- 1.17 The District agrees that the intern teachers provided under this memorandum of understanding are entitled to the rights or benefits afforded to the District's employees, including disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit, based upon the employment classification of each intern. Additionally, the District is responsible for providing, at its own expense, any other insurance, training, permits, and licenses for the intern teaching candidates, as required by State law or District policies.

2.0 Obligations of the University.

- 2.1 For all intern teachers the University shall provide University Supervisors who shall have met clearly defined qualifications to include: a) current knowledge in the content being taught, b) understanding of the context of schooling, c) ability to model best professional practices in teaching and learning, scholarship, and service, d) knowledge about diverse abilities, culture, language, ethnicity, and gender, and e) thorough grasp of the academic standards, frameworks, and accountability systems that drive the curriculum of public schools.
- 2.2 University Supervisors shall visit intern teachers in the intern environment for the number of times necessary to ensure that interns receive the CTC required yearly minimum of 144 hours of mentoring, supervision, and support when combined with the mentoring provided by the Employing District cooperating/mentor teacher.
- 2.3 The University Supervisor in collaboration with the Employing District's mentor agree to collaborate and adhere to the distribution of mentoring roles and responsibilities related to weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum and instructional methodologies.
- 2.4 The University shall provide orientation and training for the Employing District mentor.
- 2.5 The University shall provide and maintain the records and reports necessary for conducting the intern teacher's clinical practice hours.
- 2.6 The University shall withdraw a student from the internship, if, after consultation with Employing District personnel, the University determines such action to be warranted.
- 2.7 The University will be responsible for providing a University Supervisor or person designated and employed by the University to direct, supervise, and evaluate the performance of the students of the University engaged in the clinical practice experience. The person(s) will participate cooperatively with those individuals in the Employing District responsible mentoring and supervision.

- 2.8 The University will provide the Employing District mentor with a Credential Handbook that explains the clinical practice hour requirements. The handbook will include a description of the intern program, the curriculum and objectives to be achieved, and the responsibilities of the Employing District mentors at the Employing District and/or school site.
- 2.9 The University shall ensure that the credential candidates receive a Certificate of Clearance in accordance with California Education Code § 44320(b).
- 2.10 The University shall ensure that the credential candidates obtain an examination, within the past (2) two years determining that they are free of active tuberculosis in accordance with California Education Code § 49406.

3.0 Preparation to Teach English Learners.

- 3.1 The Employing District shall identify an individual who will be immediately available to assist the intern teacher with planning lessons that are appropriately designed and differentiated for English learners, for assessing language needs and progress, and for support of language accessible instruction through in-classroom modeling and coaching as needed. The identified ELL mentor/support provider/coach may be the same general mentor assigned to the intern teacher, provided the individual has at least three years teaching experience and possesses an English learner authorization and will be immediately available to assist the intern teacher.
- 3.2 The Employing District agrees to cooperate with the University to manage documentation and monitoring for the additional yearly 45 ELL-focused support and supervision hours to intern teachers who have not yet received a passing score on the California Teaching of English Learners (CTEL) or otherwise earned the English learner authorization.
- 3.3 A candidate who passes the CTEL examination prior to or subsequent to the issuance of the intern credential may be exempted from the additional 45 hours of mentoring and supervision specific to the needs of the English learners.
- 3.4 The Employing District and the University shall collaboratively provide the additional yearly 45 hours of mentoring, supervision, and support to intern teachers who enter the program *without* a valid English learner authorization listed on a previously issued Multiple Subject or Single Subject credential, or *without* possession of a valid English learner or Cross-cultural Language and Academic Development (CLAD) authorization.
- 3.5 The Employing District and the University shall provide 45 hours of mentoring and supervision per school year, including in-class coaching specific to the needs of English learners. The minimum mentoring, supervision, and support provided to the intern teacher who assumes daily teaching responsibilities after the beginning of a school year shall be equal to five hours times the number of months remaining in the school year. The mentoring and supervision should be distributed in a manner that sufficiently supports the intern teacher's development of knowledge and skills in the instruction of English Learners.

4.0 Intern Teaching Clinical Practice Provisions.

Where the Employing District agrees to provide to the intern teachers of the University clinical practice experience, the following additional provisions will apply:

- 4.1 Intern teachers are defined as persons who are working towards the completion of a credential preparation program and who have met prescribed training prerequisites for field placement and have been employed as teachers by the Employing District. Such intern teachers will have met all requirements of the Teacher Education Program prerequisites to intern/student teaching, and will have been issued a Certificate of Clearance from the State of California.
- 4.2 The Employing District agrees to place intern teachers from the University in the Employing District schools under guidelines specified by the California Commission on Teacher Credentialing and incorporated into the Teacher Education Program of the University.
- 4.3 Arrangements for intern teaching placement will be made by the University's Director of Student Teaching in collaboration with the person designated by the Employing District, according to District policy.
- 4.4 Regular supervision of intern teachers by the faculty of the University will be provided during this internship.
- 4.5 The Employing District's mentor will be issued a La Sierra University Supervisor Handbook, specifying the requirements and regulations of the intern program.
- 4.6 The Employing District's mentor will hold a California Clear Professional Credential and will have had a minimum of three years of successful teaching experience, and at least one year in the current teaching assignment.
- 4.7 The Employing District's English learner mentor/support provider will hold a California recognized English learner credential authorization.
- 4.8 The Employing District's mentor will be viewed by the District and the University as a good professional role model for intern teachers, be committed to the teaching profession, and provide the guidance, supervision, and evaluation of intern teachers as specified in the Credential Handbook.

5.0 Financial Provision.

- 5.1 Intern teachers are individually responsible for their own insurance, subject to any insurance benefits provided through their employment with the District. The University is not the employer of the intern teacher, and as such will not be providing any salary or other employment benefits to the intern teachers, including, but not limited to, salary, insurance, sick leave, or worker's compensation benefits, as may be required under California law.
- 5.2 Intern teachers shall be considered as employees of the District and shall be treated as employees, for determination of applicable benefits under District policies as outlined in paragraph 1.17 above.

6.0 Term.

- 6.1 The Memorandum of Understanding shall be for a term beginning on August 1, 2023 and ending, without further notice, on June 30, 2028 or on a date that it is terminated by either party pursuant to the provisions of paragraph 7.1.

7.0 Termination.

7.1 Either party may terminate this Memorandum of Understanding upon thirty (30) days written notice to the other party except if the University terminates this Memorandum of Understanding based on lack of funding, the thirty (30) days notice requirement shall not apply. The notice required under this clause shall be sent by registered mail.

8.0 Non-Assignment and Subcontracting.

8.1 The Employing District shall not assign, transfer, or contract for the furnishing of services to be performed under this Memorandum of Understanding without the written approval of the University.

9.0 Hold Harmless.

9.1 The University hereby agrees to indemnify, defend, and hold harmless, the District and its departments, agents, officers, and employees from any and all claims or sums which the District or any of its departments, agents, officers, or employees may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property; liability for injury or death of persons; and court costs, litigation expenses, and attorney fees in the event of litigation; that the District may incur as a result of any act, or negligence of the University, its agents, officers, employees, or credential candidates, in connection with, or arising out of the activity which is the subject of this memorandum of understanding.

9.2 The District hereby agrees to indemnify, defend, and hold harmless, the University and its departments, agents, officers, employees, and credential candidates from any and all claims or sums which the University, or any of its departments, agents, officers, employees, or credential candidates may be obligated to pay by reason of any liability of any kind imposed upon them, including damages to property; liability for injury or death of persons; and court costs, litigation expenses, and attorney fees in the event of litigation; that the University may incur as a result of any act, or negligence of the District, its agents, officers, employees, or servants, in connection with, or arising out of the activity which is the subject of this memorandum of understanding.

10.0 Entire Memorandum of Understanding; Alteration Disclaimer.

10.1 This Memorandum of Understanding constitutes the entire understanding between the parties with respect to the subject matter hereof.

10.2 No alteration or variation of the terms of this Memorandum of Understanding shall be valid unless made in writing and signed by the parties hereto, and no oral understanding of the Memorandum of Understanding not incorporated herein shall be binding on any of the parties hereto.

11.0 Governing Law.

11.1 This Memorandum of Understanding shall be governed by and construed under the laws of the State of California, which shall be the forum of any lawsuit arising from or incident to this Memorandum of Understanding.

12.0 Liability Insurance.

12.1 Each party agrees to maintain a policy of insurance in the minimum amount of ~~\$1,000,000.00~~ to cover any negligent acts or omissions committed by that party, or the party's employees or agents during the performance of any duties under this memorandum of understanding. Each party further agrees to indemnify and hold the other party free and harmless from any and all claims arising from any such negligent act or omission.

13.0 Severability.

13.1 In the event that one or more clauses of this Memorandum of Understanding are declared illegal, void or unenforceable, that shall not affect the validity of the remaining portions of this Memorandum of Understanding.

14.0 Waiver.


14.1 The failure of either party to exercise any of its rights under this Memorandum of Understanding for a breach thereof shall not be deemed to be a waiver of such rights, and no waiver by either party, whether written or oral, express or implied, of any rights under or arising from the Memorandum of Understanding shall be binding on any subsequent occasion; and no concession by either party shall be treated as an implied modification of the Memorandum of Understanding unless specifically agreed in writing.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Memorandum of Understanding on this date:

By: _____
For: Santa Rosa City Schools: Vicki Zands, Director, Human Resources Date

By: _____
For: Santa Rosa City Schools: Lisa Cavin, Associate Superintendent Date

By:  _____ 07/19/2023
For: La Sierra University, Maria Kim, Department Chair or Program Coordinator Date

By:  _____ 7/19/2023
For: La Sierra University, Dr. Chang Ho Ji, Dean, School of Education Date

By:  _____ 7/20/23
For: La Sierra University: Dr. April Summitt, Provost Date



SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Mystery Science by Discovery Education, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: -----

Funding Category: [] Base [] Supplemental [] Concentration [] Restricted: _____ X Other: LCAP

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

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

Number of Individuals Served: Approximately 3500 students, Kindergarten - 5th grade

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Proposed Contract Start Date: July 1, 2023 Proposed Contract End Date: June 30, 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:

1. Communicate with Mystery Science annually to ensure licenses are renewed in a timely manner
2. Communicate with teachers regarding how to access the Mystery Science lessons
3. Continue to support the use of Mystery Science as a supplemental NGSS aligned science resource

(b) CONTRACTOR's Responsibilities and Duties:

1. Provide annually an updated quote for the renewal of district licenses
2. Communicate with District as to how teachers will access the site licenses
3. Ensure purchased site licenses are available to the district

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 Eighteen Thousand, One-Hundred Thirty-Five Dollars (\$18,135). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The District will pay contractor within 30 days upon receipt of an invoice for the amount of \$18,135.

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

1. All teachers of grades K-5 will have access to the Mystery Science lessons to support Next Generation Science Standard (NGSS) aligned lessons.
2. Mystery Science lessons will be incorporated into the Collaborative Curriculum Design units of study as a supplemental science resource.

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
	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, reasonable attorney fees and costs and fees of litigation) (collectively, “Liability”) of every nature arising out of or in connection with CONTRACTOR’S negligent performance or negligent 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) Intentionally omitted.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise materially violates any of the terms of the CONTRACT, and such violation is not cured within 10 days after receipt of notice thereof from the violated party, 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. Intentionally omitted.

14. Confidentiality. CONTRACTOR acknowledges the protections afforded to student health and related information under regulations adopted pursuant to the 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. Student questions and optional parent/guardian approved student videos submitted for inclusion on CONTRACTOR’s website shall be owned by Contractor.

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: Mystery Science
Street: 4350 Congress Street, Suite 700,
City/State/Zip: Charlotte, NC 28209
Phone: 800-323-9084
Email: DEContractsTeam@discovered.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 15th DAY OF June, 2023.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Lisa Cavin

Associate Superintendent

shoyos@srs.k12.ca.us

707-890-3800 x80201

Signature:  _____

Print Name: Travis Barrs

Title: Head of Global Operations

Email: DEContractsTeam@discoveryed.com

Phone: 800-323-9084

Quote #223270

Quote Issued: April 20, 2023 - Quote Expires: July 31, 2023

Santa Rosa City School District Santa Rosa, CA, US

District Membership for 2023-2024 with US \$7,852 discount

Membership is valid through June 30, 2024.

Includes access to all lessons for all teachers at Santa Rosa City School District.

Ready to purchase?

Activate your membership immediately by submitting your purchase order or payment online: <https://mysteryscience.com/order/5b9088>

Purchase orders submitted by mail are accepted but take longer to process.

Pricing Breakdown

District Membership 2023-2024

Membership period: July 1, 2023 - June 30, 2024

\$1,999 x 13 priced schools \$25,987

\$604 Early Bird Discount x 13 priced schools - \$7,852

Grand total (USD) \$18,135

Total Discount of \$7,852

See a mistake?

To cancel this quote, visit:

<https://mysteryscience.com/order/5b9088>

Other questions? visit our help center at

<https://support.mysteryscience.com>

Terms of Service: By submitting a payment or purchase order, you are agreeing to the Mystery Science Terms of Service available at mysteryscience.com/terms, the terms and conditions of which are hereby expressly incorporated herein by reference.

If you need a W-9, you can view it at mysteryscience.com/w9. Note that our W-9 lists our office mailing address, but our remit address is the Atlanta address listed below.

Remit to

Note: all purchase orders can be submitted online
Mystery Science
c/o Discovery Education, Inc
PO Box 745873
Atlanta, GA 30374-5873

Contact

(650) 550-0670
Fax provided after
submitting PO #



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Accept All Cookies

ADDENDUM TO CONTRACT

Between

North Bay Organizing Project

And

Santa Rosa City Schools

This addendum to the original contract with North Bay Organizing Project(NBOP) approved on September 28, 2022, to provide support and advocate for students by encouraging their engagement in student-led clubs, and connection to the community. The continuing partnership between NBOP and SRCS will support the ongoing effort to expand restorative practices through use and modeling of the strategies and approaches with the restorative specialists and other SRCS school community members of Santa Rosa City Schools.

The contract, under Item 2. Term, is amended to read: CONTRACTOR shall commence providing services under this CONTRACT on June 29, 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.

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

_____.

North Bay Organizing Project

By: Belan Grady

Name: Belan Grady, Executive Director

Date: 6/26/23

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Name: Lisa Cavin, Associate Superintendent

Date: _____



**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and The North Bay Organizing Project (NBOP), hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: n/a - - - - -

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: _____ Potentially 15,000 _____

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

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

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Funding Source /Funding Category verified: YES NO **Board Approval Date:** 9/28/22

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS will:

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

(b) CONTRACTOR's Responsibilities and Duties:

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

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

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

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

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

There is no fee to SRCS for this MOU.

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

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

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

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

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

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

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

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

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

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

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

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

10. Indemnification:

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

of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

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

CONTRACTOR:

Name: North Bay Organizing Project (NBOP)
Street: 1717 Yulupa Ave.
City/State/Zip: Santa Rosa, Ca. 95405
Phone: 707-843-7858
Email: info@northbayop.org

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

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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.


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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 28 DAY OF Sept., 2022.

DISTRICT

Signature: 

Anna Trunnel, Superintendent
mmartin@srcs.k12.ca.us
707-890-3800 x80201

AUTHORIZED SIGNER or CONTRACTOR

Signature: 

Print Name: Karym Sanchez

Title: Executive Director

Email: ksanchez@northbayop.org

Phone: 707-843-7858

MASTER SERVICES AGREEMENT

Term Sheet

Customer:	Santa Rosa City Schools
Contact person:	Name: Kaesa Enemark Email: kenemark@srcs.k12.ca.us
Program:	[x] Training [x] Support [x] 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:	- \$14,125: Maria Carrillo 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.



CDW Education
 75 Remittance Drive, Suite 1515
 Chicago, IL 60675

Prepared For	Estimate Date	Estimate Number
Santa Rosa City Schools 211 Ridgway Avenue Santa Rosa, CA 95401	07/05/2023	0016350

Description	Rate	Qty	Line Total
GOO-EDP-0019 Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year Annual Pay - More Than 10k Licenses (Student): Google Workspace for Education Plus ; CITE Contract pricing Licensed Domains: srcschools.org,srcs.k12.ca.us License Term: 2023-08-03 - 2024-08-02	\$3.38	14440	\$48,807.20
GOO-EDP-0013 Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year (Staff): Google Workspace for Education Plus Licensed Domains: srcschools.org,srcs.k12.ca.us License Term: 2023-08-03 - 2024-08-02	\$0.00	3610	\$0.00
		Subtotal	48,807.20
		Tax	0.00
		Estimate Total (USD)	\$48,807.20

Notes

Expecting a quote from Amplified IT? Amplified IT is now a part of CDW! We're moving all of the Amplified IT's products on to CDW's systems. This means quotes and invoices will come from CDW and Purchase Orders need to be made out to CDW. Unfortunately we will no longer be able to accept Purchase Orders made out to Amplified IT for these products. If you have any questions ask your Account Manager or GCS rep.

Student Enrollment Verification Letters are required for all first time Education Standard and Education Plus orders. These letters confirm the number of students at your institution. This must align with the number of licenses you intend to buy, and must be returned with your PO before we complete your order.

Please note as required by Google you must purchase Google Workspace for Education and Google Voice from the same Reseller. All quotes are subject to Google confirmation of staff or student population size.

Terms

About Us <https://www.cdwg.com/content/cdwg/en/about/overview.html>

Privacy Policy <https://www.cdwg.com/content/cdwg/en/terms-conditions/privacy-notice.html>

Terms and Conditions <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>

Please send purchase orders to cdwg@amplifiedit.com or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

This email was sent by CDW Government LLC. All information and offers are subject to the CDW•G Terms and Conditions, and CDW•G policies.

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PREPARED FOR

Santa Rosa City Schools ("Subscriber")

David Harden

Building and Maintenance Supervisor

211 Ridgway Ave.

Santa Rosa, CA 95401-4320

PREPARED BY

Brightly Software Inc ("Company")

11000 Regency Parkway, Suite 300

Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

June 8, 2023



Q-369886

David Harden
Building and Maintenance Supervisor
Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA
95401-4320

Dear David,

Thank you for your interest in our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Santa Rosa City Schools:

Services Term: 36 months (07/01/2023 - 06/30/2026)

Cloud Services			
Item	Start Date	End Date	Investment
MaintenanceEssentials Pro	7/1/2023	6/30/2024	16,452.76 USD
- Dude Intelligence	7/1/2023	6/30/2024	Included
			Subtotal: 16,452.76 USD
Total Initial Investment			16,452.76 USD



Subscription		
Item	Investment Year 2 Start Date: 07/01/2024	Investment Year 3 Start Date: 07/01/2025
MaintenanceEssentials Pro	16,946.34 USD	17,454.73 USD
- Dude Intelligence	Included	Included
Total:	16,946.34 USD	17,454.73 USD



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To"



location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-369886 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-369886

June 07, 2023, 6:18:38 PM

Accepted by:

Printed Name

Signed Name

Title

Date



PREPARED FOR

Santa Rosa City Schools ("Subscriber")

Adrian Bica
Director of Technology
211 Ridgway Ave.
Santa Rosa, CA 95401-4320

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 300
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

June 07, 2023



Q-369842

Adrian Bica
Director of Technology
Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA
95401-4320

Dear Adrian,

Thank you for your interest in our market leading solutions for improving educational operations. We at Brightly are excited about providing you with online tools that will help you save money, increase efficiency and improve services. Brightly is dedicated to providing best in class solutions that are built exclusively for the unique needs of educational institutions, including the following for Santa Rosa City Schools:

Services Term: 35 months (07/24/2023 - 06/30/2026)

Cloud Services			
Item	Start Date	End Date	Investment
ConnectAuthenticate	7/24/2023	6/30/2024	810.98 USD
			Subtotal: 810.98 USD
Total Initial Investment			810.98 USD



Subscription		
Item	Investment Year 2 Start Date: 07/01/2024	Investment Year 3 Start Date: 07/01/2025
ConnectAuthenticate	918.57 USD	973.69 USD
Total:	918.57 USD	973.69 USD



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- Payment terms: Net 30
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of prices shown in the investment table or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To"



location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-369842 on any applicable purchase order and email to [Purchaseorders@Brightlysoftware.com \(mailto:Purchaseorders@Brightlysoftware.com\)](mailto:Purchaseorders@Brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary insurance coverage for its products and professional services, including but not limited to liability and errors & omissions coverage. Proof of insurance can be provided upon request.



At Brightly, we understand the yearly budgeting cycle of educational institutions. If you need us to pro-rate the annual fee based on your budget cycle, please let me know. I will provide you with the pro-rated cost based on the number of months remaining in your fiscal year.

Thanks again for your interest in utilizing our web-native solutions to integrate and more efficiently manage your operations. Please feel free to contact me with any questions at or by email at lauren.desrosiers@brightlysoftware.com.

Sincerely,
Lauren Desrosiers
Brightly

Please address the purchase order to:

Brightly Software, Inc
11000 Regency Parkway, Suite 400
Cary, NC 27518

***** Please mail or email the purchase order to lauren.desrosiers@brightlysoftware.com.**



Signature

Presented to:

Q-369842

June 07, 2023, 2:06:39 PM

Accepted by:

Printed Name

Signed Name

Title

Date



by Touchline Software

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[Order Information](#)

[Training & Support](#)

[Contact Us](#)

QuickPermit+

Product Code 600

Download Only

License Fees

Multiple-site discounts (reflected below) apply only when there is a single purchase order.

Annual license fees include upgrades (when available) and free technical support.

A service fee of \$100.00/invoice will be applied when the use of a (client or third-party) invoicing system is required.

For school districts that issue work permits from one or more central locations -- call for a quotation: (916) 939-2456.

[End User License Agreement \(EULA\)](#)

Number of Sites	Price/Site	Total All Sites
1	\$450.00	\$450.00
2	\$444.00	\$888.00
3	\$438.00	\$1314.00
4	\$432.00	\$1728.00
5	\$426.00	\$2130.00
6	\$420.00	\$2520.00
7	\$414.00	\$2898.00
8	\$407.00	\$3256.00
9	\$401.00	\$3609.00
10	\$395.00	\$3950.00
11	\$389.00	\$4279.00
12	\$383.00	\$4596.00
13	\$377.00	\$4901.00
14	\$371.00	\$5194.00
15	\$365.00	\$5475.00

Purchase Orders

- **Email To:**
Touchline Software, Inc.
Sales@TouchlineSoftware.com
- **Mail To:**
Touchline Software, Inc.
P.O. Box 5672
El Dorado Hills, CA 95762

Quotations

- **New "First-Time" Orders:**
[New Customer Orders](#)
- **License Renewals:**
[Renewal Quotations](#)
- **Centrally Issued Work Permits:**
Call for quotation: (916) 939-2456

W-9 Requests: Support@TouchlineSoftware.com

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QuickPermit and QuickPermit+ are trademarks of Touchline Software.

ORDER FORM

QUOTE # Q-303572
DATE 5/22/2023
EXPIRATION DATE 9/30/2023



Bill To

Santa Rosa City Schools (CA)
211 Ridgway Ave
Santa Rosa, California 95401
United States

Ship To

Beatrice Gonzales
Santa Rosa City Schools (CA)
211 Ridgway Ave
Santa Rosa, California 95401-4320
United States
(707)528-5255
bgonzales@srcs.k12.ca.us

GoGuardian

Liminex, Inc. dba GoGuardian
2030 E Maple Avenue
El Segundo, California 90245
United States

Thank you for your interest in our products! This order form ("**Order Form**") identifies the GoGuardian products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") on behalf of itself and its family of company Affiliates including Pear Deck, Inc. ("**Pear Deck**"), EduLastic (formally - Snapwiz, Inc. doing business as EduLastic, "**EduLastic**"), and Zorro Holdco LLC dba TutorMe ("**TutorMe**"), and the organization listed below ("**School**," "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> (for Liminex), <https://www.peardeck.com/terms-of-service> (for Pear Deck), <http://edulastic.com/terms-of-service> (for EduLastic), and <https://tutorme.com/policies/eula> (for TutorMe) (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

QTY	PART #	DESCRIPTION	START DATE	END DATE	UNIT PRICE	EXTENDED
5,229	GG-TCR1Y-001500	GoGuardian Teacher with Video Conferencing	9/1/2023	8/31/2024	\$5.15	\$26,929.35
TOTAL (USD):						\$26,929.35

Add-on Licenses. If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact GoGuardian so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

RENEWAL SUBSCRIPTION TERMS

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a "**Renewal Term**," and together with the Initial Term, the "**Term**") at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

ORDER FORM

QUOTE # Q-303572
DATE 5/22/2023
EXPIRATION DATE 9/30/2023



RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term ("**Innovation Increase**"). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with GoGuardian in accordance with this Order Form.

PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your Organization is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Signature:

Name:

Title:

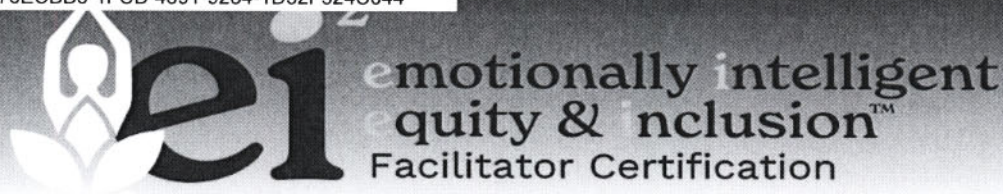
Email:

Accounts Payable Name:

Accounts Payable Email:

PO Number (Optional):

Additional Notes (requests for delayed invoicing, etc.):



TERMS OF AGREEMENT

This Agreement is made between Anna Trunnell (CLIENT Name) of Santa Rosa City Schools (Client ORGANIZATION) and Tici'ess, Inc., on June 27, 2023 (DATE)

I. Engagement

SERVICE	EI ² Facilitator Certification Program
TIMELINE(S):	September 2023 - June 2024

II. Term of Agreement

This Agreement shall continue in effect until:

- A. Completion of the program by Tici'ess, Inc. provided, however, that in the event of cancellation pursuant to the Agreement, or upon death, disability, or other incapacity resulting in the inability of Tici'ess, Inc. to present the session(s) required ("cancellation"), this Agreement may be terminated, and all consideration due shall cease as of the date of cancellation.
- B. If said individual of the organization is unable to participate in the program, then another individual of the same organization may take their space, or the individual can defer participation until the next cohort. After one deferment, there are no longer any rights to participation.
- C. There are no refunds under any circumstances.

III. Compensation

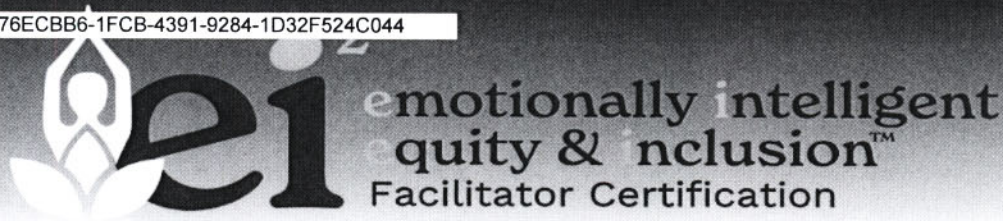
As consideration for the services rendered by Tici'ess, Inc. under this Agreement, CLIENT shall compensate Tici'ess, Inc. \$15,000 for services rendered/program participation. Both parties agree that the compensation will not include travel, lodging, and meals (unless those meals are specified in the program).

Signed contract obligates program participation, and payment is *due within 20 days* of the date which contract is provided.

Cultivating Conscious, Connected, & Courageous Leaders™

www.ticiess.com

© All program design offerings. Tici'ess, Inc.



IV. Performance

Tici'ess, Inc. shall present the Program set forth in this Agreement and:

- A. Promptly reply to all email correspondence (preferred method of contact)
- B. Provide coaching via in-person or on-line, as agreement of program design

V. Video/Audio Taping

Videotaping and voice recording is prohibited unless other arrangements have been made with Tici'ess, Inc.. Agreement via email is sufficient.

CLIENT agrees that Tici'ess, Inc. may use the name, image, and logo of the CLIENT &/or CLIENT ORGANIZATION as a user of their services in the marketing of services.

VI. Non-Disclosure/ Respect for Intellectual Property

Sharing, disseminating, or copying slides and other training materials is prohibited unless other arrangements have been made with Tici'ess, Inc. Client understands and agrees that all matters produced under this Agreement are the property of Tici'ess, Inc. and cannot be used without Tici'ess, Inc.'s express written permission. Tici'ess, Inc. shall have all rights, title, and interest in said matter.

VII. Independent Contractor Relationship

Tici'ess, Inc. is an independent contractor. Tici'ess, Inc. is not an employee, servant agent, partner, or joint venture of CLIENT by this Agreement and shall not represent Tici'ess, Inc.'s opinions to be that of CLIENT.

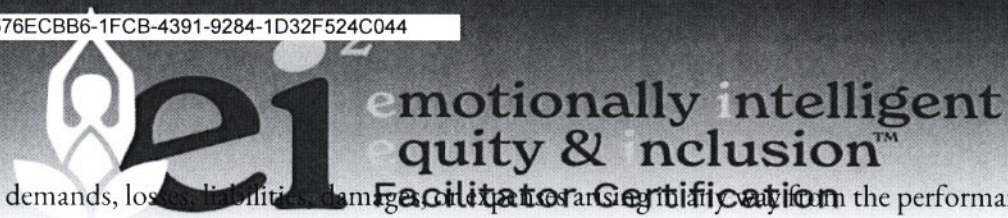
VIII. Risk

Both CLIENT and Tici'ess, Inc. will present the program stated in this Agreement. Both Tici'ess, Inc. and CLIENT shall indemnify and hold harmless each other from any claims,

Cultivating Conscious, Connected, & Courageous Leaders™

www.ticiess.com

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demands, losses, liabilities, damages, or other claims that may result from the performance of services.

IX. Law And Venue

The Agreement shall be governed by and construed in accordance with STATE law. In the event litigation is necessary to enforce this Agreement, venue shall be proper in any court of competent jurisdiction located in Alameda County.

X. Indemnification

To the fullest extent of the law, both parties shall indemnify, defend and hold each other harmless, its officers, employees, agents, representatives, consultants, and contractors from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees), or liabilities arising out of, resulting from, or in connection with the services contemplated by this Contract.

CONFIRMATION PROCEDURES

These arrangements are confirmed on a definite basis, only after CLIENT has signed the contract and returned via email. Until that time, Tici'ess, Inc. reserves the right not to work with CLIENT.

ACCEPTED BY:

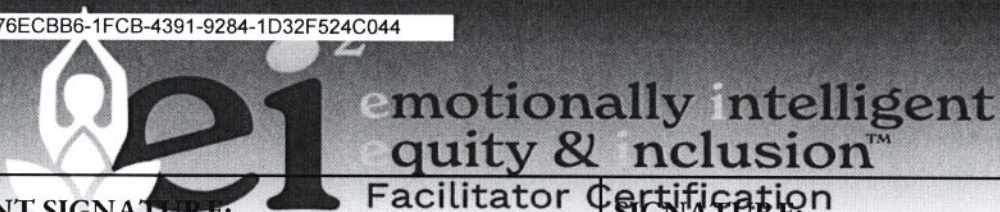
On behalf of CLIENT, I hereby accept the offer set forth in this agreement and agree to be bound to the terms and conditions set forth herein. I certify that I have the authority to bind CLIENT to this Agreement.

Name and Title	Tovi Scruggs-Hussein of Tici'ess, Inc
----------------	---------------------------------------

Cultivating Conscious, Connected, & Courageous Leaders™

www.ticiess.com

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CLIENT SIGNATURE:		Facilitator Certification SIGNATURE:	
DocuSigned by: <i>Anna Trunnell, Superintendent</i> 878524FCD8E94FC		<i>foric. seraggs-Hussein</i>	
Printed Name: Anna Trunnell		Tici'ess, Inc.	
Anna Trunnell, Superintendent			
DATE 8/2/2023		DATE _____	

Cultivating Conscious, Connected, & Courageous Leaders™

www.ticiess.com

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OUTREACH AGREEMENT/PTA BCMS # 19221 Program Date: 10/12/2023

This Outreach Agreement ("Agreement") effective as of the date of the parties' final signature below ("Effective Date"), is by and between The Regents of the University of California, a California public corporation ("University"), on behalf of its Lawrence Hall of Science ("The Lawrence") at its Berkeley campus, and **Santa Rosa City Schools**, "Party" hereinafter refers to each Party individually, or collectively as "Parties." This Agreement is subject to cancellation unless **total payment or a purchase order** in the amount of **\$810.00** is received by **9/7/2023**. This Agreement terminates the first June 30 following the Effective Date, or the date of the last Program Date, whichever is later, ("Term"), unless earlier terminated in accordance with the terms of this Agreement.

Upon satisfaction of the terms and conditions set forth below, The Lawrence will present the following Programs at the times and locations specified below and on the Schedule below ("Program"):

Site: **Santa Rosa City Schools**
Address, City, Zip: **211 Ridgway, Santa Rosa, 95401 (District) but Held at Steele Lane Elem, 301 Steele Ln, Santa Rosa, 95401**

Person making reservation: **Aleta Perales**
Reserver's Phone: **707-890-3800 ext. 80334 (district)**

Contact person at site: **Aleta Perales (District Senior Secty)**
Contact Email: **aperales@srcs.k12.ca.us**
Site Phone: **707-890-3800 ext. 80334 (district)**

Special considerations: Held at Steele Lane Elem, 301 Steele Ln, Santa Rosa 95403. Evening Family Event for students and families of our **advance learners grades 3-6**. Abt 100 students total attending w/families. TITLE 1. All sessions must be held in same room, indoors. Nothing else going on in room during program and all must remain set up, safe & undisturbed during breaks. 1 hour set up, 1 hour breakdown. Please be sure there is a clear path to the exit during breakdown. Group is to provide *14 adult volunteers required. **Volunteers must arrive by 5:30pm, 30 minutes prior to start of program. Thank you! **NOTE: for your safety and ours, mask wearing is strongly recommended.** Form 61620; Const # 20712607 District (Steele Lane: 20709711).

Santa Rosa City Schools ("Organization") will pay the following for presentation of the Program on the Schedule below:

Cost for 2 session(s): \$735.00

\$75 travel fees apply to outreach programs beyond a 20 mile radius. If 80 or more miles away, a \$320 travel fee applies.

Travel Cost for **21-79** miles away (flat fee): **\$75.00**

Adjustments:

TOTAL PROGRAM COST: \$810.00

The following Program(s) have been reserved and will be held at your site:

Time	Grade(s)	Students	Title	Room
6:00-6:50	3-6	100	Phenomenal Physics	MPR
7:00-7:50	3-6	100	Phenomenal Physics	MPR

Responsibilities of Organization

Agreement(s) and Payment Due Dates

This contract, with authorized signature, needs to be received on the date indicated in the first paragraph above or your Program will be cancelled. If a consultant Agreement or additional Agreement is required by your Organization, then such Agreement with or prior to Organization's signature of this Agreement, and your payment is due 45 days from today or 6 weeks prior to your Program delivery date (whichever comes first).

Payments can be made by purchase order, Visa, MasterCard, Discover or American Express, or by a single check made payable to The Regents of the University of California.

Rescheduling

You may reschedule your Program up to 6 weeks in advance of the delivery date. Rescheduling will be done based on resource availability and cannot be guaranteed.

Cancellations

You may cancel your Program up to 6 weeks in advance of the delivery date with no penalty. For cancellations made less than 6 weeks in advance, no refunds will be issued.

The Lawrence has the right to cancel or modify the Program due to such required or voluntary compliance or due to other health and safety concerns, as determined by The Lawrence in its reasonable discretion, and The Lawrence is not responsible or liable for any losses or damages incurred by Organization or any other party arising out of any such cancellation or modification of the Program. The Lawrence also has the right but not the obligation to deliver the Program remotely, for example, via Zoom or other electronic medium at its discretion.

In the event The Lawrence exercises such right to cancel the Program, Organization will be entitled to a refund of any pre-paid amounts. Organization will not be entitled to any refund or discount for remote delivery of the Program.

Program Details

You are responsible for checking the dates, times and Program title and notifying us within 72 hours from the date we email the contract to you if there is an error so corrections can be made.

Maximum Enrollment

Our maximum number of students per Program is set to ensure the quality and safety of the experience; students exceeding the maximum enrollment will not be admitted. The maximum for your Program is stated on The Lawrence website and in your sales item information.

Program Requirements

Program location must be accessible by elevator and ramps and be available for Program set up and clean up an hour prior to and post the Program delivery times.

All Programs on one day need to take place in the same location.

An Organization staffmember or teacher/school staffmember if the Site is a school needs to be present during all Program presentations.

Responsibility for Participants and Volunteers including adult Volunteers.

All persons participating and/or volunteering in the Program shall be under Organization's care, custody and control (including any Organization-required background checks) during the Program. Organization shall ensure that all participants comply with University rules (whether in-person or remote-delivery activities). The Lawrence reserves the right to remove (or require the Organization to remove) participants that violate University rules (for in-person or remote activities, as applicable). For in-person activities, Organization is responsible for any participants that become

ill during the activities, and for responding to such illness appropriately (e.g., removal from the activity, isolation, medical care and transport, as applicable).

Access to University Campus and Facilities

Organization, its staff, volunteers and all other associates will not travel to University Campus as part of this Agreement without modification of this section.

General Terms and Conditions

Intellectual Property.

The Regents of the University of California will retain all rights, title, and interest in and to any and all intellectual property delivered or generated in the course of providing services to Client, and no transfer of such intellectual property will be made by such performance or generation.

Force Majeure

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement (other than payment obligations) due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, University shall have the option of terminating this Agreement upon written notice to **Santa Rosa City Schools**.

Indemnification

1. **Organization Indemnity.** Organization shall defend, indemnify and hold the Regents of the University of California ("University"), its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Organization, its officers, employees, or agents.
2. **University Indemnity.** University shall defend, indemnify and hold Organization, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

Insurance

University will keep in full force and effect self-insurance with coverages as follows:

1. **Commercial Form General Liability Insurance** with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall cover, among other risks, contractual liability, personal injury, property damage, and products liability if applicable.
2. **Workers' Compensation Insurance** as required by applicable law.

The Lawrence Hall of Science

UNIVERSITY OF CALIFORNIA, BERKELEY

For the general liability coverage, University will endorse Organization as an additional insured. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of University, its officers, agents, or employees.

The University's insurance coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by Organization

Other Matters

Any terms included in a purchase order issued pursuant to this contract will be binding only as to the terms of payment.

Return of the Signed Agreement

The Agreement must be signed by an authorized official and returned to the The Lawrence Hall of Science to be valid.

Email to: lhsreg@berkeley.edu

Mail to: The Lawrence Hall of Science
Attn: Registration Office
1 Centennial Drive
Berkeley, CA 94720-5200



Outreach Contract#: 19221

Program Date: 10/12/2023

The undersigned is duly authorized by Organization to sign this contract and, if applicable, that Organization is duly authorized to represent third parties receiving the Program hereunder.

Santa Rosa City Schools

By: _____
Signature

Date

Name and Title

University

By: _____
Signature

Date

Name and Title

Space Below for staff only:

Date Taken: 7/17/23 by: RM Review/Sent: 7/25/23 By: RM
Agreement Rec'd: _____ Sent to legal: _____ Ret'd from legal: _____ Ret'd to School: _____
BCMS#: _____ BCMS Entered on: _____ By: _____ Fully executed on: _____
Amount Rec'd: _____ Date: _____ Receipt #: _____ Map to: _____
PO#: _____ Amount: _____ Rec'd On: _____
Ck. Or CC. Rec'd on: _____ Amount: _____ Receipt: _____



KING
CONSULTING

Proposal:

Professional Services

Prepared for:

Santa Rosa City Schools District

Attention:

Anna Trunnell

Superintendent

atrunnell@srcs.k12.ca.us

707-890-3800 ext 80101

Primary Contact:

Jamie King-Iseman

President

jamie@kinginc.com

916-706-3538



Experience and Qualifications

King Consulting is an established and recognized school facility planning firm. We offer a wide array of services to assist school districts of all sites across California and the nation with their school planning needs and funding opportunities.

Our work includes the completion of long-range master plans, boundary studies, demographic studies, enrollment projection studies, developer fee justification studies (both Level I and Level II), developer mitigation, and State/Local/Federal eligibility and funding applications. For the past 25 years, King Consulting has worked with clients throughout California and the nation.

Our professional, enthusiastic staff has over 80 years of combined experience. We are a small firm, with only highly experienced staff who excel in their specific areas of expertise. Our combined experience has resulted in our firm's ability to adhere to timelines and organize projects so that the client's needs are exceedingly met. While we specialize in managing and summarizing complex data analyses, we pride ourselves on our unique ability to disseminate the information to our clients and their stakeholders. We are always excited for the opportunity to meet in person or over the phone to clearly explain anything

needed to our clients' staff, school board, and community. Our clients receive information within a broader context that includes full narrative explanations that school district staff and school board members repeatedly reference throughout the year.

While we excel in all areas of school facility planning, we are most proud of the lasting relationships we form with our clients. We care about our school districts, and we get to know them intimately through the course of our work. For this reason, so many of our clients work with us year after year. King Consulting digs deeper and tries harder in every aspect of our work because we become personally invested in the districts with whom we work.

Thank you for the opportunity to submit this proposal.

Scope of Services

This document represents an agreement between the District and King Consulting. For the compensation stipulated, King Consulting shall provide the following services:

STATE SCHOOL FACILITY PROGRAM FUNDING ELIGIBILITY

Review, prepare, and submit documentation required to maximize the District's New Construction and Modernization eligibility under the State School Facility Program.

- Obtain from the District and State facilities enrollment information required to determine the amount of State Modernization and New Construction grant funding eligibility under the State School Facility Program:
 - Review and compile current CalPADS enrollment data;
 - Review and compile facility database for each District site, including square footage by building, original date of construction, or State Phase C date of construction for facilities modernized under the former Lease Purchase Program;
 - Prepare State Enrollment projections using all available methodologies to ensure maximum eligibility is captured:
 - 5-Year Projection;
 - 10-Year Projection;
 - Modified and Alternative Weighting Mechanisms;
 - Birth Rate Adjustment (by County and Zip Code);
 - Dwelling Unit Research and Augmentation;
 - Student Yield Factor Review;
- Review site diagrams for square footage, classroom counts, and age of facilities. Prepare and update facility capacity database annually to include any new additional facilities;
- Prepare required enrollment and facilities reports for District review and approval to file with the Office of Public School Construction to seek approval of Modernization and New Construction eligibility. Prepare annual updated enrollment and facilities reports as needed or required;
- Secure State Allocation Board approval of District's eligibility.

Continued on next page

STATE SCHOOL FACILITY PROGRAM FUNDING APPLICATION SERVICES

Strategic Funding Plan

Review historical, current, and future District capital facility projects to identify State funding opportunities and develop a Strategic Funding Plan to maximize the District's local funding. Programs include, but are not limited to:

- Modernization
- New Construction
- Career Technical Education Facilities Program
- Facility Hardship
- Financial Hardship
- Seismic Mitigation
- Charter Schools
- Full Day Kindergarten
- Health and Safety Projects
- Preschools, Kitchens, and Health Facilities
- Lead in Water Remediation

Assist with Preparation of State Funding Applications

Assist the District with all applications for State approval and funding. These services may include, but are not limited to:

- California Department of Education (CDE) plan approval requests;
- Division of State Architect (DS) plan approval requests;
- DSA exemption verification;
- Office of Public School Construction (OPSC) Funding Applications (Form 50-04);
- OPSC Fund Releases (Form 50-05);
- OPSC Expenditure Reports (Form 50-06);
- Assistance with potential appeals to the State Allocation Board;
- Preparation of narrative grant applications for CTEFP projects.

Assist with Audit and Expenditure Reporting

Assist the district with the audit process and all expenditure for State funding received under the SFP. These services may include, but are not limited to:

- Provide grant certification requirements checklist to ensure the District is adhering to SFP regulations for all State-funded projects;
- Collect and maintain all documentation that will be required at audit;
- Following approval and funding of project, prepare Detailed List of Project Expenditures, Annual Expenditure Reports, Substantial Progress Reports, etc.;
- Continue to provide support until such time the local auditor and State Controller's Office has certified and closed the project.

Consulting Fees

For the services outlined, the Client shall pay King Consulting on a time and material basis at the **hourly rate of \$205, not to exceed \$102,500 (500 hours)**. King Consulting will bill the District in increments of 15 minutes, and invoice on a monthly basis. The scope of work necessary to complete the services listed in this Agreement is dependent upon the availability and quality of the District's enrollment and facilities information.

The fees shall cover all normal business expenses incurred on behalf of the District. Necessary visitations to the District by King Consulting will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval by the District.

The District shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by King Consulting on behalf of the District. The District shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms, and reports.

The terms of this agreement shall remain in force unless mutually amended.

ADDITIONAL CONSIDERATIONS

King Consulting shall be reimbursed as follows:

- Work Completed above and beyond the hours specified in this contract shall be billed at **\$205.00 per hour**;
- Mileage for all meetings shall be reimbursed to King Consulting at the IRS standard mileage rate;
- Application filing fees and other State-required fees are the responsibility of the District;
- Express Mail expenses will be documented and reimbursed to King Consulting;
- Reproduction of documents shall be the responsibility of the District. King Consulting will provide duplicating costs at an actual cost basis.

Signatures

This Agreement is between the Santa Rosa City Schools District and King Consulting.



Anna Trunnell
Superintendent
Santa Rosa City Schools District

Jamie King-Iseman
President
King Consulting

Date

05/31/2023

Date

ADDENDUM TO CONTRACT

This addendum submitted July 10, 2023 provides the following changes to the contract dated July 5, 2022 and signed by the Chief Executive Officer of the CTE Foundation and Anna Trunnell, Superintendent, Santa Rosa City Schools. No other changes to the contract should be assumed.

2. **Grant.** Subject to the above Recitals and the terms and conditions of this Agreement and the Prime Contract incorporated herein, Grantor agrees to provide the sum of **Three Hundred Thirty Seven Thousand Three Hundred Eighty Three Dollars (\$337,383.00)** (the “**Grant Amount**”) to Grantee for the following sole purposes: to support Grantee to the extent funding under the Prime Contract allows, as determined by Grantor in its sole discretion, so that Grantee may timely advance toward completion the “Program Activities” described on pages 15, 16, and 17 of the Prime Contract and to comply with all applicable documentation and reporting requirements mandated under the Prime Contract relating to this Grant. The Grant Amount will be disbursed according to the terms and subject to the conditions set forth in this Agreement. The Grant must be closed and funded by **December 31, 2023**.

6. **Disbursements.** Grantor shall make such disbursement of the Grant Amount as described below, if and when Grantor in its reasonable discretion is satisfied that the following conditions precedent to each disbursement payment have been met:
 - a. Grantee shall have delivered to Grantor an executed original of this Agreement; and
 - b. Grantee is, as of the time each disbursement is to be made, in full compliance with all the terms and conditions of this Agreement, including without limitation the reporting and record- keeping requirements described in Section 5 above.

Provided such conditions precedent have been met, the Grant Amount will be disbursed in three (3) equal payments of \$92,461.00, and one (1) final payment of \$60,000 as follows:

- i. Payment Number 1: promptly upon the full execution and delivery of this Agreement by the Grantor and Grantee;
- ii. Payment Number 2: six (6) months after the delivery of Payment Number 1;
- iii. Payment Number 3: six (6) months after the delivery of Payment Number 2;
- iv. Final Payment: September 15, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as set forth below.


CITY OF SANTA ROSA ELEMENTARY & HIGH
SCHOOL DISTRICTS,
a District of the County of Sonoma, State of
California

DATED: _____, 2023

By: _____
Anna Trunnell, Superintendent

CAREER TECHNICAL EDUCATION
FOUNDATION SONOMA COUNTY, a
California corporation

DATED: July 10, 2023

By: 
Kathy Goodacre, Chief Executive Officer



**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 Career Technical Education Sonoma County (CTEF), hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: - - - - -

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

For Billing (*if applicable*): X Bill to: Educational Services Billing frequency: CATIP will invoice during the academic year

Contract is: New X Renewal Addendum Amendment

Number of Individuals Served: Staff and students at Elsie Allen High School

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: DCardozo Date: 8/17/2022

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Proposed Contract Start Date: 7/5/2022 Proposed Contract End Date: 12/31/2023
 Requisition #:

BUSINESS SERVICES USE ONLY

Verified Receipt of Insurance(s) W-9 Form HR Clearance, if applicable
 Funding Source /Funding Category verified: YES NO Board Approval Date: 8/24/22

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

GRANT AGREEMENT

THIS GRANT AGREEMENT (“Agreement”) is entered into as of July 5, 2022, by and between CAREER TECHNICAL EDUCATION FOUNDATION SONOMA COUNTY, a California corporation (“CTEF” and sometimes “Grantor”) and the CITY OF SANTA ROSA ELEMENTARY & HIGH SCHOOL DISTRICTS, a District of the County of Sonoma, State of California, acting on behalf of and for the sole benefit of ELSIE ALLEN HIGH SCHOOL (collectively, “Grantee”).

RECITALS

- A. **WHEREAS**, The American Rescue Plan Act (“ARPA”), signed into law on March 11, 2021, provides federal resources to local governments to “change the course of the pandemic and deliver immediate relief for American workers.” COVID-19’s impact across the nation and in our community has disproportionately harmed certain communities. To meet the intent of this legislation and to drive our community’s equitable recovery, the County of Sonoma has analyzed data and sought input from the community to understand what needs continue to exist. As a result, the County is prioritizing community investments that address disproportionality in burdens and need and ensure accountability to the equity principles in the ARPA legislation, in the County’s Racial Equity & Social Justice Strategic Plan Pillar, and in the Portrait of Sonoma County: 2021 Update. Under the legislation, funding can be used to address educational disparities in K-12 that were worsened by the pandemic, including addressing the many dimensions of resource equity such as equitable and adequate school funding; access to a well-rounded education; well-prepared, effective, and diverse educators and staff; and integrated support services. In disproportionately impacted communities, these activities can close long-standing gaps in educational opportunity; and
- B. **WHEREAS**, School closures and shifts to distance learning revealed key inequities and challenged long held assumptions regarding teaching, learning, and, most profoundly, students’ social emotional needs. The importance of student engagement, access to learning tools and support, and strategies that address the social emotional needs of students have been identified by the Elsie Allen High School (“EAHS”) community as key indicators for the need to reimagine the educational experience for their students; and
- C. **WHEREAS**, CTEF has entered into that certain Agreement to Provide School Transformation Services contract with the County of Sonoma dated as of July 1, 2022, a copy of which is attached as Exhibit A hereto and incorporated herein (the “Prime Contract”); and
- D. **WHEREAS**, Grantee requests and CTEF has agreed to provide support to EAHS in reforming their education model to deliver authentic, relevant, and integrated learning experiences that prepare youth for a lifetime of success, including capacity-building support to accelerate and enhance this work through expanded resources not otherwise available to EAHS, as described more fully in the Prime Contract; and
- E. **WHEREAS**, Grantee, for an on behalf of EAHS, desires to receive said support and under the terms and conditions in this Agreement Grantee agrees to undertake, adhere to, and use its best efforts (including without limitation allocating the staff resources necessary) to timely advance toward completion the “Program Activities” described on pages 15, 16, and 17 of the Prime Contract, and further including keeping and supplying to CTEF the records, data, and information necessary required by the Prime Contract in order that CTEF can comply with all applicable documentation and reporting requirements under the Prime Contract relating to this Grant, including without limitation documentation of the expenditures of all funds provided to Grantee under this Agreement

(collectively the “Grant Purpose”).

AGREEMENT

NOW, THEREFORE, in consideration of the promises, mutual covenants, and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Incorporation of Recitals; Incorporation of All Applicable Provisions of the Prime Contract.** The Recitals above are incorporated herein and are material terms and conditions of this Agreement. All applicable provisions of the Prime Contract, including without limitation the insurance requirements therein, are incorporated herein and Grantor shall comply with them.
2. **Grant.** Subject to the above Recitals and the terms and conditions of this Agreement and the Prime Contract incorporated herein, Grantor agrees to provide the sum of **Two Hundred Seventy Seven Thousand Three Hundred Eighty Three Dollars (\$277,383.00)** (the “Grant Amount”) to Grantee for the following sole purposes: to support Grantee to the extent funding under the Prime Contract allows, as determined by Grantor in its sole discretion, so that Grantee may timely advance toward completion the “Program Activities” described on pages 15, 16, and 17 of the Prime Contract and to comply with all applicable documentation and reporting requirements mandated under the Prime Contract relating to this Grant. The Grant Amount will be disbursed according to the terms and subject to the conditions set forth in this Agreement. The Grant must be closed and funded by **December 31, 2023**.
3. **Funding Contingency.** Notwithstanding anything contained in this Agreement to the contrary, Grantee acknowledges and agrees that any payments to be made to it as provided herein shall be expressly contingent upon the receipt of sufficient funds by Grantor. This contingency is for the express benefit of Grantor and may be waived only by giving express written and executed notice to Grantee.
4. **Use of Funds.** Grantee acknowledges that Grantor’s agreement to make the Grant is based on Grantee’s agreement herein to use the Grant solely for the Grant Purpose set forth in Recital E above, and for no other purpose.
5. **Record Keeping and Reporting Requirements.**
 - a. **Monthly Reporting.** Grantee shall, by the end of the first week of each month during the term of this Agreement and thereafter as necessary to fulfill these requirements, submit monthly reports to Grantor documenting Grantee’s use of all Grant Amount disbursements, which reports shall be in such form and include such content and back up documentation as to allow Grantor to comply with its reporting requirements and audit requirements relative to this Agreement as specified in the Prime Contract.
 - b. **Maintenance of Records.** Grantee shall keep current and maintain all records, data, and information necessary to for CTEF to comply with the applicable documentation and reporting requirements relating to this Grant and as otherwise required of Grantor under the terms of the Prime Contract. In addition, Grantor shall maintain complete, accurate, and current records of all financial transactions in connection with this Agreement in compliance with generally accepted accounting principles, consistently applied (collectively, the “Records”).

- c. **Additional Reporting Requirements.** Grantee shall, at Grantee's sole expense, provide complete copies of all such Records to CTEF at any such regular intervals as CTEF may specify, and promptly but in no event more than three (3) business days after any other request by CTEF. In addition, such Records shall be made available to CTEF for inspection, analysis, and copying during normal business hours. Grantor shall retain such records for a period of five (5) years following the later to occur of the completion of all Services or the expiration or termination of this Agreement.
6. **Disbursements.** Grantor shall make such disbursement of the Grant Amount as described below, if and when Grantor in its reasonable discretion is satisfied that the following conditions precedent to each disbursement payment have been met:
 - a. Grantee shall have delivered to Grantor an executed original of this Agreement; and
 - b. Grantee is, as of the time each disbursement is to be made, in full compliance with all the terms and conditions of this Agreement, including without limitation the reporting and record-keeping requirements described in Section 5 above.

Provided such conditions precedent have been met, the Grant Amount will be disbursed in three (3) equal payments of \$92,461.00, as follows:

- i. Payment Number 1: promptly upon the full execution and delivery of this Agreement by the Grantor and Grantee;
 - ii. Payment Number 2: six (6) months after the delivery of Payment Number 1; and
 - iii. Payment Number 3: six (6) months after the delivery of Payment Number 2.
7. **Representations and Warranties.** Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:
 - a. **Organization: Authorization.** Grantee is a District of the County of Sonoma, State of California, duly organized and validly existing and in good standing under the laws of the State of California. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof. Execution of this Agreement and any documents required hereunder will not violate any provision of any agreement or judicial order to which Grantee is subject.
 - b. **No Misstatements.** No document furnished or to be furnished by Grantee or to Grantee's actual knowledge by any third party to Grantor in connection with this Agreement, or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
8. **Events of Default and Remedies**
 - a. **Events of Default.** The occurrence of any one or more of the following events shall constitute

an "Event of Default" under this Agreement:

- i. False Statement. Any statement, representation or warranty by Grantee that is contained in this Agreement, in any report, or in any other document which has been created by Grantee and submitted to Grantor by Grantee under this Agreement is found by Grantor to be materially and substantially false or misleading;
 - ii. Failure to Report. Any report reasonably satisfactory is Grantor is not made, provided that such failure to report shall not be an Event of Default unless Grantor has notified Grantee that such report is due (or, if a report was submitted, that such report was unsatisfactory), and Grantee has failed to cure the deficiency within thirty (30) days of such notice; and
 - iii. Other Covenants. Grantee fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of sixty (60) days after the date on which Grantor notified Grantee that such performance or observance is due, and Grantee has failed to cure the deficiency within such sixty (60) day period.
- b. Remedies Upon Event of Default. As provided herein, Grantor may do any of the following:
- i. Withholding of Grant Funds. Upon and during the continuance of an Event of Default, Grantor may withhold all or any portion of the grant funds not yet disbursed hereunder. Any grant funds withheld pursuant to this Section and subsequently disbursed to Grantee after a cure of the applicable Events of Default shall be disbursed without interest.
 - ii. Termination. If an Event of Default continues, uncured, beyond the end of any applicable notice and cure periods described herein, Grantor may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights of Grantee hereunder shall be extinguished.
 - iii. Return of Grant Funds; Liquidated Damages.
 1. If an Event of Default continues, uncured, beyond the end of any applicable notice and cure periods described herein, Grantor may demand the immediate return of any portion of the grant funds that have previously been disbursed to or for the benefit of Grantee, together with interest thereon as provided herein, as liquidated damages.
 2. Upon the occurrence of an Event of Default, following any applicable notice and cure periods, interest shall be deemed to have accrued on the grant funds at a compounded annual rate equal to the lesser of: (i) ten percent (10%); or (ii) the maximum lawful rate of interest, commencing on the date the first grant funds were disbursed through the earlier of: (x) the date on which the Event of Default is cured; or (y) the date on which all amounts due under the Grant Agreement are paid to the Grantor.
 3. Grantee acknowledges and agrees that the amount to be paid to Grantor upon an Event of Default pursuant to **this Section 8.b.iii.** represents a reasonable sum considering all the circumstances existing on the date of this Agreement and represents a fair and reasonable estimate of the costs that will be sustained by Grantor. Grantee further agrees that proof of actual damages would be

costly and inconvenient. IN CONSIDERATION OF THIS AGREEMENT TO PAY SUCH LIQUIDATED DAMAGES, GRANTOR IS DEEMED TO HAVE WAIVED ALL OTHER CLAIMS FOR DAMAGES OR RELIEF AT LAW OR IN EQUITY BY STATUTE OR OTHERWISE (INCLUDING SPECIFIC PERFORMANCE AND ANY OTHER RIGHTS GRANTOR MAY HAVE PURSUANT TO CALIFORNIA LAW).

9. **Indemnification.** As material consideration for CTEF entering into this Agreement, Grantee will forever defend (with counsel reasonably acceptable to CTEF), indemnify, and hold harmless CTEF, as well as each of their officers, directors, shareholders, employees, agents, members, managers, insurers, family members, heirs, successors, and assigns (the “**Indemnified Parties**”), from any and all claims, complaints, causes of action, arbitrations, losses, demands, damages, liabilities and expenses of every kind whatsoever, including without limitation attorneys’ fees and other legal expenses actually incurred, and including without limitation any action, omission, negligence or any other basis of liability or complaint, in any form or forum, brought by any third party against CTEF arising out of or in connection with this Agreement or with the Grantee’s use of the grant funds, excluding liability due to the gross negligence or willful misconduct of CTEF. This indemnification obligation is not limited in any way by any restriction on the amount or type of damages or compensation payable to or for CTEF or either of their agents under workers' compensation acts, disability benefits acts, or other employee benefit acts. In addition, Grantee shall be liable to CTEF for any loss or damage to CTEF’s real property or personal property arising from or in connection with Grantor's performance hereunder.
10. **LIMITATION ON LIABILITY OF GRANTOR.** GRANTOR’S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL GRANTOR BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT, OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.
11. **Notices.** All notices, invoices, and payments hereunder (“**Notices**”) shall be made in writing and shall be given by personal delivery, by electronic mail, by U.S. Mail sent certified with return receipt requested, by nationally-recognized overnight courier service requiring signature upon delivery (including without limitation Federal Express or UPS). Such Notices shall be addressed as follows:

If to Grantor: CTE Foundation
Attn: Kathy Goodacre
1030 Apollo Way, Suite 200
Santa Rosa, CA 95407
Email: kgoodacre@ctesonomacounty.org

If to Grantee: Santa Rosa City Schools
Attn: _____
211 Ridgway Avenue
Santa Rosa, CA 95401
Email: _____

Notices shall be deemed to have been given (i) in the case of personal delivery upon the date of delivery (or the date of refusal to accept delivery, as the case may be), (ii) in the case of delivery by U.S. Mail, five (5) days after the notice is deposited into the U.S. Mail, postage prepaid, certified and return receipt requested, addressed to the recipient at the address stated above, and (iii) in the case of delivery by courier service, upon the date of delivery (or the date of refusal to accept delivery, as the case may be) as shown in a written receipt for delivery which shall be obtained by the sender. Either party may change its address for notices by using the notice procedures described in this section.

12. ASSIGNMENT; SUCCESSORS

a. Grantor's Assignment. Grantor may assign its rights and obligations under this Agreement to any organization exempt from federal income tax under §501(c)(3) of the Internal Revenue Code.

b. Grantee's Assignment. Grantee may not assign its rights and obligations under this Agreement without the prior written consent of Grantor in Grantor's sole and absolute discretion. Any purported assignment by Grantee made without the prior written consent of Grantor shall be null and void.

c. Successors and Assigns. The terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto, their successors, and their assigns (provided that such party's assignment is permitted under this Article 10.)

13. MISCELLANEOUS

- a. No Waiver. No waiver by Grantor of any default or breach of this Agreement shall be implied from any failure by the Grantor to take action on account of such default if such default persists or is repeated. No express waiver by Grantor shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by Grantor of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by Grantor of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- b. Modification. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- c. Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in Sonoma County, California.
- d. Interpretations; Headings.
 - i. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
 - ii. The terms and conditions of this Agreement are the result of arms'-length negotiations between and among sophisticated parties and the rule of construction to the effect that

any ambiguities are to be resolved against the drafting party will not apply to the interpretation of this Agreement.

- e. Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern.
- f. Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- g. No Third-Party Beneficiaries. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.
- h. Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.
- i. Counterparts: Electronic and Electronically-Transmitted Signatures. This Agreement may be executed simultaneously or in any number of counterparts, each of which shall be deemed an original, equally admissible in evidence, but all of which together shall constitute one and the same Agreement, notwithstanding that the signatures of each party or their respective representatives do not appear on the same page of this Agreement. The parties hereby acknowledge and agree that electronic signatures that comply with the eSign Act (15 U.S.C. Ch. 96) (such as DocuSign or ZipLogix Digital Ink signatures), or signatures transmitted by electronic mail in so-called "PDF" format shall be legal and binding and shall have the same full force and effect as if an original of this Agreement had been delivered. The parties hereto (a) intend to be bound by the signatures on any document sent by electronic means including by electronic mail or eSign-compliant electronic signatures, (b) are aware that the other party will rely on such signatures, and (c) hereby waive any defenses to the enforcement of the terms of this Agreement based on the foregoing forms of signature.

[CONTINUED, WITH SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

GRANTOR:

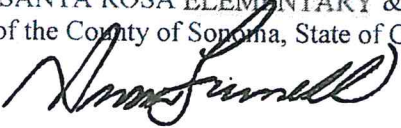
CAREER TECHNICAL EDUCATION FOUNDATION
SONOMA COUNTY, a California corporation

By: _____
Kathy Goodacre, Chief Executive Officer

Date: _____

GRANTEE:

CITY OF SANTA ROSA ELEMENTARY & HIGH SCHOOL DISTRICTS,
a District of the County of Sonoma, State of California

By:  _____
Anna Trunnell, Superintendent

Date: 8/31/22



**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 **Maxim Healthcare Staffing Services, Inc.**, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: (Elem 70% 01-6500-0-5750-1180-5875/5175-119-5198)
(Sec 30% 01-6500-0-5750-1180-5875/5175-249-5198)

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: Sixty (60)

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** Steve Mizera Date: 7/25/2023

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Steve Mizera Phone #: 707-890-3800 x80805
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 7/01/2023 **Proposed Contract End Date:** 6/30/2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

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

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

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

The District (LEA) shall comply with the provision detailed below throughout this agreement.

- Provide regular assignments in a timely manner
- Place Vendors in appropriate placements for the individual’s skill level
- Provide timely feedback to the Vendor regarding individual competencies
- Meet and consult with the Vendor as needed providing information and training for specific assignments.
- Respond for payment within the time outlined in the agreement

(b) CONTRACTOR’s Responsibilities and Duties:

The Agency (Contractor) shall provide services and meet all components of this agreement outlined below:

- Provide individuals for services that are cleared and trained in accordance with the Sonoma SELPA Master Contract
- Provide the District with the NPA07 “Lea Verification of Behavior Training”
- CONTRACTOR shall comply with the requirements of Education Code section 49005, et seq., 56521.1 and 56521.2.
- As directed by District Staff, follow directive and procedures to the degree requested within the scope of duties
- As directed by District Staff, follow district approved behavioral guidelines including but not limited to; data collection, /fade out plans, implementation of behavioral plan and behavioral goals, and support classroom management strategies.
- Support the Implementation of district approved crisis management system.
- If requested by the District the Vendor shall send representation to any legal proceeding or IEP in consultation with the District and at a rate to be determined.

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 eight hundred and fifty thousand Dollars (\$850,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

See the attached rate sheet.

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?):

Services will be provided in alignment with the Contractor provisions outlined below. -The Contractor will provide appropriately trained employees to fill vacant positions in Special Education classrooms in a timely manner.

The Contractor will timely notify the school site and the program operator of any absences of any of the contractor’s employees.

-The Contractor will attempt to provide a substitute for the above absence if available. Individual employee absence rates greater than 5% will be discussed with the Contractor

-The Contractor will maintain progress monitoring data on inclusion cases to support students’ movement towards LRE as directed by the case manager.

The contractor will Support the student’s IEP interventions in the following areas: behavior, self-help (toileting, light medical), academic accommodations/ modifications, and vocational training resulting in the student accessing their FAPE.

-Contractor will document in the system determined by the District required notes or billings as included in the hours during the work day.

Renewal will be based on:

-95% attendance rate of Contracted Placements

-80% of absences notified to the site administrator at least 8 hours in advance

-Percentage of vacancies filled

-98% positive response from the local site administrators and Special Education Program Managers about the work performance of the employees, as measured by an end of the year Renewal Survey.

-95% participate in PRoAct training or are actively signed up to proact when requested.

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
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
	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
shoyos@srcs.k12.ca.us

CONTRACTOR:

Name: **Maxim Healthcare Staffing Services, Inc.**
Street: 2100 Powell Street Ste. 620
City/State/Zip: Emeryville, CA 94608
Phone: 510-982-3817
Florence Ugokwe, flugokwe@maximstaffing.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.

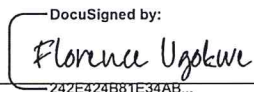
THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 202__ . 27-Jul-23

DISTRICT

Signature: _____

Lisa Cavin
Associate Superintendent
mmartin@srcs.k12.ca.us
707-890-3800 x80201

AUTHORIZED SIGNER or CONTRACTOR

Signature:  _____
DocuSigned by:
Florence Ugokwe
242E424B81E34AB...

Florence Ugokwe
Assistant Controller
flugokwe@maximstaffing.com
410-910-9238

RATE SHEET



AGREEMENT AMENDMENT

This Amendment (hereinafter “Amendment”) to the SANTA ROSA CITY SCHOOLS SERVICE CONTRACT (hereinafter “Agreement”) is entered into this 1st day of July, 2023, by and between **Santa Rosa City Schools** located at 211 Ridgway Ave, Santa Rosa, CA 95401, referred to in this Agreement as “Customer,” and **Maxim Healthcare Staffing Services, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2100 Powell St, Ste 620, Emeryville, CA 94608, referred to in this Agreement as “Maxim.”

RECITALS

WHEREAS, Customer and Maxim entered into the Agreement, with an effective date of July 1, 2023;

WHEREAS, Customer and Maxim wish to amend the Agreement to incorporate the following terms and conditions;

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, and intending to be legally bound, Customer and Maxim hereby agree to amend the Agreement to reflect the following terms and conditions.

1. The following rates shall be applicable as of the Effective Date listed above:

Services	Rate
Speech Language Pathologist	\$120/hr
Speech Language Pathologist Assistant	\$65/hr
Behavior Technician	\$50/hr
Board Certified Behavior Analyst	\$130/hr
School Psychologist	\$120/hr - \$135/hr
Adapted Physical Education Teacher	\$90/hr
Occupational Therapist	\$100/hr - \$115/hr
COTA	\$70/hr
Registered Nurse	\$70/hr - \$90/hr
District Nurse	\$100/hr
Licensed Vocational Nurse	\$60/hr - \$65/hr
School Aide	\$45/hr
Admin Assistant	\$45/hr - \$50/hr
Special Education Teacher	\$85/hr
Physical Therapist	\$100/hr - \$115/hr
Social Worker	\$75/hr - \$90/hr

2. All other terms and conditions will remain unchanged as stated in the Agreement.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Altus Partners, Inc. 201 King of Prussia Road STE100 Radnor PA 19087 License#: 57081 MAXIHEA-02	CONTACT NAME: PHONE (A/C, No, Ext): 610-526-9130 FAX (A/C, No): 610-526-2021 E-MAIL ADDRESS: coi@altuspartners.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
INSURED Maxim Healthcare Staffing Services Inc. 7227 Lee Deforest Drive Columbia MD 21046	INSURER A : ACE American Insurance Company	22667
	INSURER B : Indemnity Ins Co of N Am	43575
	INSURER C : ACE Fire Underwriters Ins Co	20702
	INSURER D : ACE American Insurance Company	22667
	INSURER E : Lloyd's Synd/beazley Furlong Ltd	2623
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 1885806285

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$250,000 SIR <input checked="" type="checkbox"/> Sexual Abuse/Mol GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		B0600HC2200107	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ Included GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y		H10703219	11/30/2022	11/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired/borrowed \$ 1,000,000
E	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DED: RETENTION \$			B0600HC2200107	11/30/2022	11/30/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
B D D C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	C70307248 (AOS) C70307285 (CA & MA) C70307200 (OH & WA) C70307169 (WI)	11/30/2022 11/30/2022 11/30/2022 11/30/2022	11/30/2023 11/30/2023 11/30/2023 11/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional Liability			B0600HC2200107	11/30/2022	11/30/2023	Per Claim/Agg \$5,000,000 SIR \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Certificate is issued as evidence of insurance per the policy terms, conditions, and exclusions. Sexual abuse and molestation claims are covered under the general liability policy with no sub-limit, subject to the policy terms and conditions. The general liability and auto liability insurance policies referenced above has a standard of separation of insured provision. Santa Rosa City Schools, its officers and employees are additional insured on the general liability and auto liability insurance policies where required by written agreement prior to loss. The automobile liability insurance policy referenced above and/or herein shall be primary and non-contributory with any coverage held by Santa Rosa City Schools. The general liability insurance policy referenced above and/or herein shall be primary and non-contributory with any coverage held by Santa Rosa City Schools for any losses occurring within the \$3,000,000 self-insured retention. Agent/Broker will endeavor to mail 30 days written notice to the Santa Rosa City Schools should any of the above described policies be cancelled or materially changed before the expiration date.

CERTIFICATE HOLDER**CANCELLATION**

Santa Rosa City Schools 211 Ridgway Avenue Santa Rosa CA 95401	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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7/27/2023

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

Dear Maxim Partner,

Maxim Healthcare Staffing Services, Inc. ("Maxim") is currently a certified staffing firm through The Joint Commission's Health Care Staffing Services program. Maxim would like to take this opportunity to notify its client facilities of certain procedures that are required of Maxim by The Joint Commission. Maxim will provide services according to the attached procedures to all of its Customers.

Please feel free to contact your local Maxim representative if you have any questions about the attachment. As always, Maxim appreciates your business and we look forward to a continued mutually beneficial relationship.

Sincerely,

Maxim Healthcare Staffing Services, Inc.



Maxim Healthcare Staffing Services, Inc.

- **Pre-Screening Requirements.** Maxim will supply Customer with Personnel who meet the following criteria:
- I. **Licensed Clinical Personnel Requirements.** Unless the Customer requests in writing that the provisions of Section III hereof apply or requests any modification hereto, Maxim will supply Customer with Licensed Clinical Personnel who meet the following criteria. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
- Conduct a criminal background check in accordance with applicable law;
 - Verify that the appropriate health screening(s) was completed;
 - Verify current license, registration, or certification for the Services to be provided;
 - Verify skills checklist of competencies for the position and exam;
 - Verify that a current diagnostic Tuberculosis (TB) test or screening is on file;
 - Verify relevant professional and specialty expertise;
 - Receive employment verification;
 - Confirm Personnel are authorized to work;
 - Perform and verify all federal exclusion and abuse check(s) are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- II. **Non-Clinical Personnel Requirements.** Unless the Customer requests in writing that Section III hereof apply, Maxim will supply Customer with Non-Clinical Personnel who meet the following criteria. Customer agrees any additional screening that may be required not listed herein, may take place following Personnel's placement. Maxim will:
- Conduct a criminal background check in accordance with applicable law;
 - Verify that a current diagnostic Tuberculosis (TB) test or screening is on file if placed in a healthcare setting;
 - Receive employment verification;
 - Confirm Personnel are authorized to work;
 - Perform and verify all federal exclusion checks are completed, including but not limited to, List of Excluded Individuals/Entities (LEIE), Excluded Parties List System (EPLS) and the National Sex Offender Registry.
- III. **Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening for Maxim Personnel, Customer shall provide Maxim with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.
- **Use of Contractors.** Maxim may utilize the services of Contractors for if Customer (i) requests practitioners who are contracted with Maxim Physician Resources, LLC d/b/a Maxim Locum Tenens and Advanced Practitioners; or (ii) makes a request for an urgent volume of Personnel and use of Contractors is necessary to meet the requirements under this Agreement. Maxim will ensure that any Contractor who is to provide Personnel to Customer complies with all applicable terms of this Agreement. Any Clinical Personnel provided to Customer by a Contractor will be subject to the Clinical Personnel Requirements.



- **Work Environment and OSHA.** Customer will provide a clean and properly maintained workspace(s) for Maxim to conduct the Services that will enable Maxim to safely provide Services to patient(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Maxim will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Services provided under this Agreement.
- **Float Policy.** Subject to prior written notification, Customer may reassign Personnel to a different Customer department, unit, facility, or to a different staff classification (hereinafter "Float"), if Personnel satisfy the requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float as necessary. If Personnel Floats to a staff classification that has a lower reimbursement rate, then the reimbursement rate that was applicable to the original Personnel assignment remains the applicable reimbursement rate despite the Float. If Personnel Floats to a staff classification that has a higher reimbursement rate, then the reimbursement rate that is applicable to the newly assigned staff classification is the applicable reimbursement rate for as long as the Personnel continues to work in that staff classification.
- **Notification of Incidents and Claims.** Customer agrees to notify Maxim of any incident involving Maxim Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Maxim documentation of any investigation conducted. Maxim and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.
- **Compliance with Laws.** Maxim agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Maxim reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.
- **Conflict of Interest.** By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer employee or Personnel has professional or personal interests that compete with his/her/their ability to provide Services to or on behalf of Maxim or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.



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 CAP Sonoma Head Start (HS) 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: California Early Childhood Education Funding

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: Three (3) Pre-school students at Lewis Early Learning Academy Head Start Program

Approved at Site by*: Janeo Black Date: 6-23-2023
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Eugenia Chaparro Sanchez, LELA Phone #: (707)890 3825 x 59101
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1st, 2023 Proposed Contract End Date: June 30th, 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 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will assess and identify students for Special Education and, as per student's Individualized Education Program (IEP), developed in accordance with IDEA, refer appropriate students to attend the HS at LELA site.
- SRCS will provide funding at the daily rate of \$00.00 student for four (3) identified students, in the preschool program provided by HS for 4 hours per school day during the regular school year.
- SRCS will work with HS to follow enrollment protocol by ensuring the child/family completes all HS enrollment procedures.
- SRCS Special Education Teacher shall provide a minimum of 2 hours per week on site in collaboration/consultation with the HS Teacher to advise curriculum, services, accommodations/modifications, and other supports for the purpose of providing assistance for the student's success in the HS program.
- A SRCS Special Education Teacher shall provide the student with direct service when a student needs that service, as identified in the student's IEP.
- Under the guidance of the SRCS Special Education Teacher, a SRCS Special Education Assistant shall provide additional support for the SRCS students on a daily basis during the student's hour of attendance.
- In case of the SRCS Special Education Assistant's absence, SRCS will make every attempt to cover this absence with a substitute paraprofessional.
- SRCS service providers will provide direct support services (i.e., Speech Therapy, Occupational Therapy, Adapted P.E.) when a student needs that service, as identified in the student's IEP.
- SRCS will invite the HS Teacher to participate in the IEP process and IEP meetings for each student.
- This contract between HS and Santa Rosa City Schools shall be reviewed on a yearly basis.

(b) CONTRACTOR's Responsibilities and Duties:

- HS will save 3 seats, for identified SRCS students for 4 hours per school day.
- HS will not deny access to school and/or services to any students in case of the SRCS Special Education Assistant's absence or lack of a substitute paraprofessional.
- HS will work with SRCS to ensure identified students/families complete all HS enrollment procedures.
- HS shall provide high quality preschool classroom and curriculum. HS shall meet with a SRCS Special Education Teacher to collaborate/consult on curriculum, services, accommodations/modifications, and other supports for the purpose of providing assistance for the student's success in the HS program.
- HS shall support all identified accommodations/modifications identified in the student's IEP.
- The HS Teacher will participate in the IEP process and IEP meetings for each identified student.
- HS will track the daily attendance for each identified student and share this information with SRCS on a monthly basis. HS will provide SRCS notification if a student is absent for 5 or more consecutive days or has less than an 85% attendance rate.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1st, 2023, and will continue through June 30th, 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 -NO COST- (\$00.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

\$00.00 for 3 students 180 days SY at \$00.00 per student per day.

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?):

- HS provides evidence-based school-readiness programs at the Lewis Early Learning Academy campus designed to increase the number of preschool children entering kindergarten healthy and ready to learn. HS works closely with our elementary school partners on curriculum alignment along with opportunities for parent involvement in the school community.
- HS uses the Desired Results Developmental Profile (DRDP) to track the progress of all the students and plan targeted activities where children will develop the necessary skills to reach the next developmental level. The expected, quantifiable outcome is for each child to demonstrate an increase in content knowledge across all curriculum areas. Students are assessed 60 days after their initial enrollment and again 6 months later. These areas of development include: social-emotional, cognitive, language, physical and nutrition education.
- Through intentional planning, antidotal observations, detailed DRDP assessments, child centered curriculum, and family partnerships and participation, LELA preschool teachers have reported that children transitioning to kindergarten from HS preschool are more prepared and ready to learn.

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@srcs.k12.ca.us

CONTRACTOR:

Name: CAP Sonoma Head Start Program

Street: 141 Stony Cir, Ste. 210

City/State/Zip: Santa Rosa, CA 95401

Phone: (707) 544-6911

Email: lgrocott@capsonoma.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 23rd DAY OF JUNE, 2023.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Print Name: Lisa Cavin

Print Name: Susan Gilmore

Title: Associate Superintendent

Title: Executive Director

Email: simonahoyos@srcs.k12.ca.us

Email: sgilmore@Head Start.net

Phone: 707-890-3800 x80201

Phone: (415) 883-6222



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 Community Child Care Council of Sonoma County (4Cs) 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: California Early Childhood Education Funding

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: Six (6). Three (3) Pre-school students at Willow Creek Preschool and three (3) at Paulin Creek Preschool.

Approved at Site by*: Janel Black Date: 6-23-2023
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Eugenia Chaparro Sanchez, LELA Phone #: (707)890 3825 x 59101
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1st, 2023 Proposed Contract End Date: June 30th, 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 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will assess and identify students for Special Education and, as per student's Individualized Education Program (IEP), developed in accordance with IDEA, refer appropriate students to attend the 4Cs Willow Creek or Paulin Creek site.
- SRCS will provide funding at the daily rate of \$00.00 student for six (6) identified students, in the preschool program provided by 4Cs for 3 hours per school day during the regular school year.
- SRCS will pay a Part-Day Preschool Daily Rate (3 hours) of \$88.91/seat (including the amount for one meal) if the seats are not filled. The payment for reserved seats will be received within 30 days of receipt. The Part-Day Daily Rate amount is subject to increase based on increases in reimbursement rates from the California Department of Education.
- SRCS will work with 4CS to follow enrollment protocol by ensuring the child/family completes all 4CS enrollment procedures.
- SRCS Special Education Teacher shall provide a minimum of 2 hours per week on site in collaboration/consultation with the 4CS Teacher to advise curriculum, services, accommodations/modifications, and other supports for the purpose of providing assistance for the student's success in the 4CS program.
- A SRCS Special Education Teacher shall provide the student with direct service when a student needs that service, as identified in the student's IEP.
- Under the guidance of the SRCS Special Education Teacher, a SRCS Special Education Assistant shall provide additional support for the SRCS students on a daily basis during the student's hour of attendance.
- In case of the SRCS Special Education Assistant's absence, SRCS will make every attempt to cover this absence with a substitute paraprofessional.
- SRCS service providers will provide direct support services (i.e., Speech Therapy, Occupational Therapy, Adapted P.E.) when a student needs that service, as identified in the student's IEP.
- SRCS will invite the 4CS Teacher to participate in the IEP process and IEP meetings for each student.
- This contract between 4CS and Santa Rosa City Schools shall be reviewed on a yearly basis.

(b) CONTRACTOR's Responsibilities and Duties:

- 4CS will save six (6) seats, for identified SRCS students for 4 hours per school day.
- 4CS will not deny access to school and/or services to any students in case of the SRCS Special Education Assistant's absence or lack of a substitute paraprofessional.
- 4CS will work with SRCS to ensure identified students/families complete all 4CS enrollment procedures.
- 4CS shall provide high quality preschool classroom and curriculum. 4CS shall meet with a SRCS Special Education Teacher to collaborate/consult on curriculum, services, accommodations/modifications, and other supports for the purpose of providing assistance for the student's success in the 4CS program.
- 4CS shall support all identified accommodations/modifications identified in the student's IEP.
- The 4CS Teacher will participate in the IEP process and IEP meetings for each identified student.
- 4CS will track the daily attendance for each identified student and share this information with SRCS on a monthly basis. 4CS will provide SRCS notification if a student is absent for 5 or more consecutive days or has less than an 85% attendance rate.
- 4Cs will be responsible for meeting all state-required Early Childhood Education qualifications and clearances for their staffing, curricular materials, and facilities.
- 4CS will invoice SRCS by the 20th of each month for the previous month's services.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1st, 2023, and will continue through June 30th, 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 -NO COST- (\$00.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

\$00.00 for 6 students 180 days SY at \$00.00 per student per day.

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?):

- 4CS provides evidence-based school-readiness programming designed to increase the number of preschool children entering kindergarten healthy and ready to learn.
- 4CS uses the Desired Results Developmental Profile (DRDP) to track the progress of all the students and plan targeted activities where children will develop the necessary skills to reach the next developmental level. The expected, quantifiable outcome is for each child to demonstrate an increase in content knowledge across all curriculum areas. Students are assessed 60 days after their initial enrollment and again 6 months later. These areas of development include: social-emotional, cognitive, language, physical and nutrition education.
- Through intentional planning, antidotal observations, detailed DRDP assessments, child centered curriculum, and family partnerships and participation, LELA preschool teachers have reported that children transitioning to kindergarten from 4CS preschool are more prepared and ready to learn.

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@srcs.k12.ca.us

CONTRACTOR:

Name: Community Child Care Council of Sonoma County (4Cs)

Street: 131-A Stony Cir #300

City/State/Zip: Santa Rosa, CA 95401

Phone: (707) 544-3077

Email: mdodson@sonoma4cs.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 23rd DAY OF JUNE, 2023.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Print Name: Lisa Cavin

Print Name: Melanie Dodson

Title: Associate Superintendent

Title: Executive Director

Email: simonahoyos@srcs.k12.ca.us

Email: mdodson@sonoma4cs.org

Phone: 707-890-3800 x80201

Phone: 707-544-3077



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 North Bay Children's Center (NBCC), 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: California Early Childhood Education Funding

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: Eight (8). Four (4) Pre-school students at Steele Lane Elementary and four (4) at James Monroe Elementary

Approved at Site by*: Janeel Plack Date: 6-23-2023
*Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Eugenia Chaparro, LELA Phone #: (707)890 3825 x 59101
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1st, 2023 Proposed Contract End Date: June 30th, 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 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will assess and identify students for Special Education and, as per student's Individualized Education Program (IEP), developed in accordance with IDEA, refer appropriate students to attend the NBCC Steele Lane site.
- SRCS will provide funding at the daily rate of \$0.00 student for eight (8) identified students, in the preschool program provided by NBCC for 4 hours per school day during the regular school year.
- SRCS will pay a Part-Day Preschool Daily Rate (2 hours) of \$36.04/seat (including the amount for one meal) if the seats are not filled. The payment for reserved seats will be received within 30 days of receipt. The Part-Day Daily Rate amount is subject to increase based on increases in reimbursement rates from the California Department of Education.
- SRCS will work with NBCC to follow enrollment protocol by ensuring the child/family completes all NBCC enrollment procedures.
- SRCS Special Education Teacher shall provide a minimum of 2 hours per week on site in collaboration/consultation with the NBCC Teacher to advise curriculum, services, accommodations/modifications, and other supports for the purpose of providing assistance for the student's success in the NBCC program.
- A SRCS Special Education Teacher shall provide the student with direct service when a student needs that service, as identified in the student's IEP.
- Under the guidance of the SRCS Special Education Teacher, a SRCS Special Education Assistant shall provide additional support for the SRCS students on a daily basis during the student's hours of attendance.
- In case of the SRCS Special Education Assistant's absence, SRCS will make every attempt to cover this absence with a substitute paraprofessional.
- SRCS service providers will provide direct support services (i.e., Speech Therapy, Occupational Therapy, Adapted P.E.) when a student needs that service, as identified in the student's IEP.
- SRCS will invite the NBCC Teacher to participate in the IEP process and IEP meetings for each student.
- SRCS will provide meaningful collaborative interactions between NBCC and SRCS Special Day Class (SDC) students during extra-curricular activities (i.e. recess, music, art).
- This contract between North Bay Children's Center (NBCC) and Santa Rosa City Schools shall be reviewed on a yearly basis.

(b) CONTRACTOR's Responsibilities and Duties:

- NBCC will save eight (8) seats, for identified SRCS students for 4 hours per school day. Four (4) seats at Steele Lane Elementary School and four (4) seats at James Monroe Elementary.
- NBCC will not deny access to school and/or services to any students in case of the SRCS Special Education Assistant's absence or lack of a substitute paraprofessional.
- NBCC will work with SRCS to ensure identified students/families complete all NBCC enrollment procedures.
- NBCC shall provide high quality preschool classroom and curriculum. NBCC shall meet with a SRCS Special Education Teacher to collaborate/consult on curriculum, services, accommodations/modifications, and other supports for the purpose of providing assistance for the student's success in the NBCC program.
- NBCC shall support all identified accommodations/modifications identified in the student's IEP.
- The NBCC Teacher will participate in the IEP process and IEP meetings for each identified student.
- NBCC will track the daily attendance for each identified student and share this information with SRCS on a monthly basis. NBCC will provide SRCS notification if a student is absent for 5 or more consecutive days or has less than an 85% attendance rate.
- NBCC will provide meaningful collaborative interactions between NBCC and SRCS Special Day Class (SDC) students during extra-curricular activities (i.e., recess, music, art).

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1st, 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 thirty-seven thousand, six hundred seventy-eight dollars (\$75,355.52). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

\$75,355.52 for 8 students 180 days SY at \$52.33 per student per day.

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?):

- NBCC provides evidence-based school-readiness programs at the Steele Lane Elementary School campuses designed to increase the number of preschool children entering kindergarten healthy and ready to learn. NBCC works closely with our elementary school partners on curriculum alignment along with opportunities for parent involvement in the school community.
- NBCC uses the Desired Results Developmental Profile (DRDP) to track the progress of all the students and plan targeted activities where children will develop the necessary skills to reach the next developmental level. The expected, quantifiable outcome is for each child to demonstrate an increase in content knowledge across all curriculum areas. Students are assessed 60 days after their initial enrollment and again 6 months later. These areas of development include: social-emotional, cognitive, language, physical and nutrition education.
- Through intentional planning, antidotal observations, detailed DRDP assessments, child centered curriculum, and family partnerships and participation, Steele Lane preschool teachers have reported that children transitioning to kindergarten from NBCC preschool are more prepared and ready to learn.

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@srcs.k12.ca.us

CONTRACTOR:

Name: North Bay Children's Center (NBCC)

Street: 932 C. St.

City/State/Zip: Novato, CA 94949

Phone: (415) 883-6222

Email: sgilmore@nbcc.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 17th DAY OF MAY, 2022.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Print Name: Lisa Cavin

Print Name: Susan Gilmore

Title: Associate Superintendent

Title: Executive Director

Email: simonahoyos@srcs.k12.ca.us

Email: sgilmore@nbcc.net

Phone: 707-890-3800 x80201

Phone: (415) 883-6222



NWEA, a division of Houghton Mifflin Harcourt Publishing Company

Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209
Start Date: 08/01/2023
End Date: 07/31/2024

Created Date: 07/28/2023
Quote Number: 00080309
Agency Code: 16515

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

Contact Name: Timothy Zalunardo
Phone: (707)890-3800
Email: tzalunardo@srcs.k12.ca.us

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

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

Table with 6 columns: Product, List Price, Sales Price, Quantity, Total Price, Item Discount. Rows include MAP Growth K-12, Onsite (3-hour session, up to 30 participants) MAP Growth- MAP Growth Basics, and Onsite (3-hour session, up to 30 participants) MAP Growth- Applying Reports: Essential Reports for Teachers.

Quote Discount -\$10,050.00
Quote Subtotal \$143,595.00
Estimated Tax \$0.00
Grand Total \$143,595.00

Terms and Conditions

This Schedule A is subject to the terms and conditions located at: https://legal.nwea.org/ (the "Agreement") for the Products and Services listed above. By signing this Schedule A, you agree you have read, understand, and agree to the terms of the Agreement. References to NWEA in the above-linked terms shall refer to NWEA, a division of Houghton Mifflin Harcourt Publishing Company.

General. Product and Onsite/Virtual Services-specific terms are located at: http://legal.nwea.org/msa_supplemental_terms.pdf.

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

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

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



NWEA, a division of Houghton Mifflin Harcourt Publishing Company

Signature

Signature: _____

Printed Name: _____

Date: _____

Title _____

2023-24
MEMORANDUM OF UNDERSTANDING
BETWEEN
SANTA ROSA CITY SCHOOLS
AND
SONOMA COUNTY SELPA

This memorandum of understanding between Sonoma County SELPA (hereinafter referred to as SELPA) and the Santa Rosa City Schools (hereinafter referred to a SRCS) is pursuant to the Interagency Agreement with North Bay Regional Center (hereinafter referred to as NBRC). The SELPA contract with SRCS applies to activities and services performed on behalf of infants and toddlers who are Deaf and Hard of Hearing (DHH), birth through thirty-six months of age, and their families. These children must be eligible for early intervention services under Part C of the Individuals with Disabilities Education Act (hereinafter referred to a 'Part C'), as defined in California statute, regulations and policies.

1. PROGRAM IMPLEMENTATION POLICIES

A. Referral and Intake Procedures

1. Receipt of referral means that either agency (SRCS or SELPA) has received a referral, either oral or written, about an infant who appears to be in need of early intervention (DHH) services. Intake person from either agency will notify the other agency within 7 days of a referral, either in writing or by telephone. Parental signatures may not be received until later in the process, but the 45-calendar-day timeline begins with receipt of the referral unless there are exceptional family circumstances which are documented in a child's record, or when a parent has not provided consent to initiate the assessment process.
2. Referrals can be made through the Early Start Warmline, SELPA Early Start or an SRCS Part C Service Coordinator on a year-round basis. NBRC will maintain a database on all referred infants. Referral information will be shared with NBRC to increase efficiency, avoid duplication of services and allow for data retrieval.

B. Evaluation Procedures

1. Infants and toddlers meeting DHH criteria, will have assessments and evaluations conducted by SRCS Early Start staff, unless already completed by another agency. NBRC will be responsible for evaluations for diagnostic purposes to determine the presence of or the substantially disabling nature of, a developmental disability, for dually eligible children.
2. Intake and assessment will follow Part C law and regulations and be completed by the appropriately qualified personnel.

C. Individualized Family Service Plans (IFSP)

1. SELPA will participate on an as needed basis in IFSP meetings conducted by SRCS for infants or toddlers with DHH disabilities. After the IFSP, SRCS will begin implementing early intervention services, if indicated.
2. A six -month IFSP review may be conducted informally by the identified IFSP

Service Coordinator and the parent(s), either in person or by phone. If a change is requested that will result in new or additional services being provided, SRCS will be the responsible agency.

3. All eligible infants will have an IFSP using forms agreed upon by both agencies, and meeting the requirements of law.

D. Transition Plan Procedures

1. SELPA agrees to notify SRCS and NBRC of LEA preschool program operators within Sonoma County by July 1, of each year (or sooner, if available). Additionally, SELPA will provide NBRC with contact information for all LEA operated programs. For the school year specified in this interagency agreement, the LEA preschool program operators are:
 - a) Bellevue - self contained classroom and itinerant services.
 - b) Cloverdale - self contained classroom and itinerant services.
 - c) Cotati-Rohnert Park School District - self contained classroom and itinerant services.
 - d) Gravenstein - itinerant services only.
 - e) Healdsburg - itinerant services only.
 - f) North County Consortium - Alexander Valley, Geyserville, Healdsburg (self-contained classroom only) Horicon, Kashia, Westside, Windsor- self contained classroom and itinerant services
 - g) Rincon Valley Partnership - Bennett Valley, Kenwood, Mark West, Piner-Olivet, and Rincon Valley - self contained classroom and itinerant services; Wright self-contained classroom.
 - h) Roseland - self contained classroom and itinerant services.
 - i) Santa Rosa City Schools - self contained classroom and itinerant services
 - j) Sonoma County Office of Education (SCOE) - all other self-contained classroom preschool students, and itinerant solely low incidence VI and DHH.
 - k) Sonoma Valley - self contained classroom and itinerant services.
 - l) South County Consortium Preschool - Cinnabar, Dunham, Liberty, Old Adobe, Petaluma, Two Rock, Waugh, Wilmar School Districts - self contained classroom and itinerant services.
 - m) West County Consortium - Forestville, Ft. Ross, Guerneville, Harmony, Monte Rio, Montgomery, Oak Grove, Sebastopol, Twin Hills - self contained classroom and itinerant services.
 - n) Wright - itinerant services.
2. SRCS service coordinator, up to 9 months before the third birthday of the toddler receiving early intervention services, will:
 - Notify the parent of a toddler who may be eligible for special education services under Part B of the Individuals with Disabilities Act (IDEA) that transition planning will occur within the next three to nine months.
 - Determine the family's district of residence by contacting the County Voter Registration lists at 707-565-6800 or online at <http://vote.sonoma-county.org/districtlookup.aspx?sid=1009>

- Determine the responsible LEA preschool program operator based on the listing of operators and types of programs of above.
 - Notify the responsible LEA preschool program operator and the district of residence (if different) of a child who may be eligible for services under Part B of the IDEA that transition planning will occur within the next three to nine months.
 - Notify the LEA preschool program operator and the district of residence (if different) that there will be an IFSP meeting requiring the attendance of an LEA representative, before the toddler is two years nine months, or at the discretion of all parties, up to nine months before the toddler turns three years old, unless: The parent declines including the LEA in the Transition Conference. If this occurs, the service coordinator will notify the LEA and document this detail in the transition IFSP.
4. When SCOE is not the responsible LEA and the district of residence determines that the child will benefit from services at SCOE, the responsible LEA shall notify SCOE, as appropriate.
 5. Within 30 days following the notification of the parent and the LEA preschool program operator, the service coordinator will make arrangements with the parents and responsible LEA (unless the parent declined LEA participation per 7.D.3 above) for the transition IFSP, at a time, date, and place convenient to the family. At that IFSP, the IFSP team will specify transition steps necessary for movement into services under Part B.
 6. The transition steps contained in the IFSP at two years nine months or earlier shall include discussions with families where information regarding the following will be provided:
 - The toddler's transition to special education for a toddler with a disability, who may be eligible for special education and related services under Part B of the Individuals with Disabilities Act (IDEA) act,
 - Steps to prepare the toddler for changes in service delivery, including steps to help the toddler adjust to, and function, in, a new setting;
 - Community resources such as Head Start, Child Development Preschools, private or public preschools, for a toddler who may or may not be eligible for special education services after thirty six months of age; and,
 - A projected date for a final review of the IFSP to review the early intervention services and the transition outcomes by age three
 7. For toddlers who may be eligible for preschool services from an LEA under Part B of IDEA, the transition steps necessary for movement into services under Part B or other appropriate programs, are to be written at the IFSP meeting before the toddler

is two years nine months, or, at the discretion of all parties, up to nine months before the toddler's third birthday. These shall include the following:

- NBRC, SRCS DHH infant program and SELPA Early Start must send a referral to the responsible district of residence and the responsible LEA program operator no fewer than 90 days before a child's third birthday. DDS must also notify CDE. This notification must be in writing and must contain the following contact information:
 - Child's Name
 - Date of Birth
 - Parent Contact Information (including name/address/phone)
 - Early Start Service Coordinator's Name and Contact Information
 - Language spoken by family.

In accordance with guidance from the federal Office of Special Education Programs (OSEP), the disclosure of limited personally identifiable information is allowed without parental consent under the Family Educational Rights and Privacy Act (FERPA).

With parental consent, the Early Start program may transmit other information to the LEA Preschool Program operator including current assessments, copies of IFSPs, and other pertinent information regarding the child.

- Identifying assessments needed to determine NBRC and special education eligibility and determining the NBRC and LEA preschool program operator responsibilities and timelines for completing the needed assessments;
 - Statement of steps and services necessary to ensure that the referral to an LEA preschool program operator is received by the LEA in a timely manner to ensure that assessments required under provision B of IDEA are completed and an IEP is implemented by the toddler's third birthday;
 - A referral for evaluation and assessment for services, no later than the time the toddler is two years nine months of age or before the LEA preschool program operator's break in school services if the toddler will become three years of age during a break in school services. The transition IFSP shall contain steps necessary to satisfy the referral.
 - Identification of the people responsible for convening an IEP and final IFSP meeting, if necessary, for a toddler by age three to:
 - Review progress toward meeting the early intervention services outcomes identified in the IFSP;
 - Determine the eligibility for special education and develop the IEP, and,
8. For a child older than 2.6, the initial IFSP meeting will include transition planning. When a child 33 months of age or older is referred to Early Start for communication only concerns, the LEA preschool program operator may agree to accept the referral directly from NBRC without any further testing.

9. NBRC may provide a final speech evaluation for children whose initial speech evaluation was at 27 months of age or younger. For children whose speech and language evaluation occurred at 28 months of age or older, NBRC agrees to provide a final speech progress report.
10. Except as noted in 7.D.8 above, when Part C eligibility is determined between 45 and 90 days prior to the child's 3rd birthday, the Early Start program is required to:
 - Conduct an initial assessment
 - Conduct an initial IFSP meeting, if eligible
 - Develop a Transition IFSP plan with appropriate transition steps and services
 - Send notification/referral to the LEA.
11. If child is referred 44 days before their 3rd birthday, Early Start may, but is not required to:
 - Conduct an initial evaluation and assessment.
 - Conduct an initial IFSP meeting.
 - Develop a transition plan
 - Provide LEA notification and referral.
12. When a child is referred to an LEA less than 90 days before their 3rd BD, the LEA is responsible to:
 - ensure that an initial evaluation under Part B is completed.
 - develop an IEP by the child's 3rd birthday, if the child is to be eligible under Part B, even if the 60-day timeline for conducting an initial IFSP expires after the child's 3rd birthday.

2. PROVISION OF EARLY INTERVENTION SERVICES

It is the intent of the participants to comply with the state and federal mandates for providing Early Intervention Services to infants and toddlers in Sonoma County. These services are designed to meet the needs of the eligible child. They can also be services that meet the needs of the family as it relates to the child. Early Intervention Services are selected in collaboration with the family, and provided by qualified personnel. The DHH infant program is provided for a minimum of 200 days, and services are provided, as specified in the IFSP. There should be no cost to the family for these services unless the law provides for a system of payment of sliding scale.

A. All Early Intervention Services (As defined by law)

1. Assistive Technology Devices/Services
2. Audiological
3. Family Training, Counseling, Home Visits
4. Health Services
5. Medical Services for Diagnosis and Evaluation
6. Nursing Services
7. Nutrition Services
8. Occupational Therapy
9. Physical Therapy
10. Psychological Services
11. Service Coordination

- 12. Sign Language and Cued Language Service
- 13. Social Work Services
- 14. Special Instruction
- 15. Speech-Language Pathology
- 16. Transportation
- 17. Vision Assessment and Services

3. ASSIGNMENT OF FINANCIAL RESPONSIBILITY

- A. SRCS is responsible for costs associated with the early intervention services to DHH infants and toddlers unless otherwise agreed to in writing prior to expenditures.
- B. For SRCS expenditures pre-authorized for SELPA reimbursement, SRCS may bill quarterly, detailing type of service or client name, dates of service, amounts, and any equipment requested. These will be submitted to the SELPA Director for approval. Payment can be expected within 30 days of invoice.

4. TERMS OF AGREEMENT

This agreement shall be in effect July 1, 2023, through June 30, 2024.

Anna Trunnell, Superintendent
Santa Rosa City Schools

Date

Lisa Cavin, Associate Superintendent, Business Services
Santa Rosa City Schools

Date

Elizabeth Engelken, Executive Director
Sonoma County SELPA

Date



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
INV-67498-G5V2B3 6/14/2023

Bill To:
Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401-4320
United States

Ship To:
Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA 95401-4320
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2023 - 06/30/2024)	\$17,382.00	1.00	\$17,382.00	
ELA	ELA Membership (07/01/2023 - 06/30/2024)	\$4,346.00	1.00	\$4,346.00	

Dues not processed before September 15 will result in a disruption of CSBA services. Trustees and employees of LEAs that have not paid membership dues by September 15 will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues may be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.

Total Invoice: \$21,728.00 **Total Paid:** \$0.00 **Balance Due:** \$21,728.00

OK TO RAY

Date: 7/17/23

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100888	INV-67498-G5V2B3	06/14/2023		\$21,728.00

Make checks payable to:
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401-4320
United States



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
 INV-66510-X7H3C5 6/13/2023


Bill To:
 Santa Rosa City Schools
 211 Ridgway Ave
 Santa Rosa, CA 95401-4320
 United States

Ship To:
 Santa Rosa City Schools
 211 Ridgway Ave.
 Santa Rosa, CA 95401-4320
 United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/MEETING S	Gamut Meetings (07/01/2023 - 06/30/2024)	\$7,500.00	1.00	\$7,500.00	Net 30
GAMUT/POLICY	Gamut Policy (07/01/2023 - 06/30/2024)	\$4,350.00	1.00	\$4,350.00	Net 30
GAMUT/POLICY/P LUS	Gamut Policy Plus (07/01/2023 - 06/30/2024)	\$4,335.00	1.00	\$4,335.00	Net 30

Have you renewed your CSBA Membership for 2023-24? Only CSBA members enjoy exclusive access to GAMUT and to CSBA's trainings, resources and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access to GAMUT services.

Total Invoice: \$16,185.00 **Total Paid:** \$0.00 **Balance Due:** \$16,185.00

OK TO PAY

 Date: 7/17/23

 PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100888	INV-66510-X7H3C5	06/13/2023	Net 30	\$16,185.00

Make checks payable to:
 California School Boards Association - CSB (6744)
 c/o West America Bank
 P.O. Box 1450
 Suisun City, CA 94585-4450

Bill To:
 Santa Rosa City Schools
 211 Ridgway Ave
 Santa Rosa, CA 95401-4320
 United States



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:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0500-0-1140-1000-5800-105-1125

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

For Billing (if applicable): [] Bill to: HLES - SRC S Billing frequency:

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

Number of Individuals Served: 408

Approved at Site by*: Christina Cena Date: 7/12/23
* 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: 6/7/24

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:

National Academy of Athletics does not rely on school site personnel or equipment, only the use of the school facility to conduct the sports program.

(b) CONTRACTOR's Responsibilities and Duties:

Scope of Work: The National Academy of Athletics will provide supervised lunchtime sports activities to the students of HLES. 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 skill 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 29, 2023, and will continue through December 21, 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 9 thousand Dollars (\$9,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The National Academy of Athletics will run a bi-weekly (Wednesdays and Fridays) 2-hour supervised lunchtime activity program from 11:20-1:20pm. 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]

In order to increase attendance rates by 10% during the 23-24 school year, we plan to provide additional student engagement opportunities. By the end of our contract with NAofA, we expect to see an increase in student attendance and a decrease in disciplinary referrals during recess.

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

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

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

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

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

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

10. Indemnification:

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

of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: National Academy of Athletics

Street: 1260 N Dutton Ave Suite 243 B

City/State/Zip: Santa Rosa, CA 95401

Phone: (707) 527-2071

Email: tspooner@naofathletics.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.

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 _____, 20__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Lisa Cavin

Associate Superintendent

shoyos@srcs.k12.ca.us

707-890-3800 x80201

Signature: 

Print Name: Taylor Spooner

Title: Sonoma County Area Captain

Email: tspooner@sonomacounty.ca.gov

Phone: (707) 527-2071



Order Form Number: Q2205974
Valid Until: 08/13/2023

Zoom Video Communications Inc. ('Zoom')
55 Almaden Blvd, 6th Floor
San Jose, CA

Billed To Customer: Santa Rosa City Schools Account Legal Name: SANTA ROSA CITY SCHOOLS Contact Name: Melanie Martin 211 Ridgway Ave Santa Rosa, California 95401, United States Email Address: mmartin@srcs.k12.ca.us Phone: (+1) 7078903800	Sold To Customer: Santa Rosa City Schools Account Legal Name: SANTA ROSA CITY SCHOOLS Contact Name: Melanie Martin 211 Ridgway Ave Santa Rosa, California 95401, United States Email Address: mmartin@srcs.k12.ca.us Phone: (+1) 7078903800
Auto Renew: No Initial Paid Subscription Term: 12 Month Paid Period Start Date: 08/19/2023	Billing Method: Email Currency: USD Payment Term: Net 30

This Zoom Order Form and any other Order Forms that reference this Order Form are governed by the Zoom Terms of Service found at <http://www.zoom.us/terms> (unless Customer and Zoom have entered a written governing Master Subscription Agreement, in which case such written agreement will govern).

SERVICE	BILLING PERIOD	QUANTITY	PRICE	TOTAL
Education Annual	Annual	550	USD 56.00	USD 30,800.00
Webinar 500 Annual	Annual	5	USD 690.00	USD 3,450.00
Webinar 3000 Annual	Annual	1	USD 9,900.00	USD 9,900.00
(Before Taxes) Annual Payment:				USD 44,150.00

Payment Schedule Summary (Before Taxes)
First Payment: USD 44,150.00

Other Terms & Notes

Named Host - means any subscribed host who may host an unlimited number of meetings during the Term using the Service. Any meeting will have at least one Named Host. Unless Customer has purchased an extended capacity, the number of participants (participants do not require a subscription) will not exceed 300 per meeting. Named Host subscription may not be shared or used by anyone other than the individual to whom the Named Host subscription is assigned.


Zoom EDU subscriptions are intended for student and faculty and pedagogical interaction within a classroom environment, or the administration thereof and may not be used for any commercial purpose. Zoom EDU subscriptions may not be purchased by hospitals, medical centers, clinics, or other affiliated organizations not specifically involving student and faculty and pedagogical interactions within a classroom environment or the administration thereof.

Fees - The fees for the Services, if any, are described in the Order Form. The actual fees may also include overage amounts or per use charges for audio and/or cloud recording in addition to the fees in the Order, if such use is higher than the amounts described in the Order, and you agree to pay these amounts or charges if you incur them. Invoicing for Services begins on the first day that the service is available for use by the Customer and monthly thereafter for the duration Term, except for annual pre-pay option which is invoiced once in the first month of the annual term. Amendment orders will co-term with the existing subscription term end date. Invoices are pro-rated from paid period start date to base subscription end date. Purchase order, if any, issued in connection with this order should reference the above order form number. Commitments not utilized by the Customer during the month for which they are committed may not be carried forward into any subsequent month or term.

All prices shown for Zoom and Zoom Phone services are exclusive of taxes. The term 'taxes' referred herein should encompass: US state and local taxes, VAT, GST, HST (or any other consumption taxes), Digital Service Taxes and Withholding Taxes that may apply upon making payments to Zoom.

Professional Services, if purchased, will be presented in a separate Order Form.

Accepted and agreed as of the date specified below by the authorized representative of Customer

Signature:	
Print Name:	Lisa Cavin, Associate Superintendent
Date:	July 20, 2023
Zoom Service Effective Date:	08/19/2023
PO # (If Applicable):	
VAT # (If Applicable):	
TAN # (If Applicable):	
CIN # (If Applicable):	

The Services will be activated within 48 hours of order signature or Zoom Service Effective Date, whichever is later.

Zoom reserves the right at its sole discretion to accept Order Forms received after the Valid Until date.

If a PO# is required for processing the invoice related to this order, please provide a PO with this order. If issuance of PO is delayed, please provide a PO within 5 days of the service effective date via email to purchase-orders@zoomus.zendesk.com. Notwithstanding the foregoing, the period for payment shall commence as of the applicable invoice date. Such payment period shall not restart based on any delays in issuing a Purchase Order or any procurement process.

**INTERNSHIP AGREEMENT
BETWEEN
Santa Rosa City Schools
And
SAN FRANCISCO STATE UNIVERSITY**

THIS AGREEMENT is entered into this **1st** day of **August** between the **Santa Rosa City Schools** and **SAN FRANCISCO STATE UNIVERSITY** (SF STATE), a campus of the California State University, which is the State of California acting in a higher education capacity.

WHEREAS, DISTRICT desires to contract with SF STATE to provide intern courses, supervision, and other services and benefits for multiple and single subject teachers, and/or intern administrators.

WHEREAS, SF STATE has a Multiple and Single Subject Credential Program that has admitted students with internship credentials that will be serving as teachers or administrators in the DISTRICT. SF STATE represents itself able and, for consideration, willing to perform the services as described herein.

NOW, THEREFORE, in consideration of the covenants and promises of the parties set forth in this Agreement, the parties hereto agree as follows:

1. Effective Date: The effective date of this Agreement is **August 1, 2023**.
2. Services: SF STATE shall perform the services provided for in the attached Appendices A, B, and C.
3. Compensation
 - A. *Fees*. DISTRICT shall pay SF STATE the sum of One Thousand Dollars (\$1,000) for each intern for the Services as stipulated in Appendix A.
 - B. *Payment*. Payment shall be made by DISTRICT at the end of each academic year upon presentation of an invoice by SF STATE in accordance with the provisions set forth in Appendices A and B.
4. Term: The Term of this Agreement, subject to cancellation as set forth in Section 6, shall be from the effective date through **August 31, 2026**.
5. Standard of Performance: SF STATE warrants that the Services shall be performed as expeditiously as possible, with the degree of skill and care that is required by current, good, and sound professional procedures and practices.
6. Termination: DISTRICT may cancel this Agreement for any reason upon thirty (30) days written notice to SF STATE. In the event of cancellation, DISTRICT will pay SF STATE for the Services performed up to the effective date of cancellation. Any reports or other written or recorded data and other deliverables prepared for DISTRICT prior to the

effective date of such cancellation shall be promptly delivered to DISTRICT by SF STATE.

7. Governing Law: This agreement shall be governed by the laws of the State of California.
8. Indemnification and Insurance
 - A. SF STATE shall indemnify, defend, and hold harmless the DISTRICT, its Directors, officers, employees, agents, volunteers, and authorized representatives from and against any and all liability, loss, damage, or claims for injury or damages arising out of SF STATE's performance of this Agreement but only in proportion to and to the extent such liability, loss, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SF STATE, its officers, employees, agents, volunteers, or authorized representatives.
 - B. DISTRICT shall defend, indemnify and hold harmless the State of California, the trustees of the California State University, SF STATE, their officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, or claim for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its Directors, officers, employees, agents, volunteers, or authorized representatives.
 - C. The State of California has elected to be self-insured for its general liability, motor vehicle liability, worker's compensation and property exposures through an annual appropriation from the General Fund. As a State agency, the California State University, Office of the Chancellor, the Trustees, and its system of campuses are included in this self-insured program.
 - D. The Office of Risk Management in the Chancellor's Office administers the general liability, property and workers' compensation programs. The State Office of Risk and Insurance Management administers the motor vehicle liability program.
 - E. Under this form of insurance, the State and its employees (as defined in Section 810.2 of the Government Code) are insured for any tort liability that may develop through carrying out official activities, including state official operations on non-state owned property. Should any claims arise by reason of such operations or under an official contract or license agreement, they should be referred to the State Board of Control, State of California, Tort Liability Section, 1515K Street, Sacramento, CA 95814. Any claims regarding property are to be referred to the California State University, Systemwide Risk Manager, 401 Golden Shore, 5th Floor, Long Beach, CA 90802-4210.

9. Non-Waiver: The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement, or any default in their performance of any obligation under this Agreement shall not be deemed to be a waiver of any other breach or default of the same or any other term, covenant, condition, or obligation, nor shall any waiver of any incident of breach or default constitute a continuing waiver of same.

10. Enforceability: In the event that any of the provisions or portions of application of any of the provisions of this Agreement are held to be illegal or invalid by a court of competent jurisdiction, DISTRICT and SF STATE shall negotiate an equitable adjustment in the provisions of this Agreement with a view toward effecting the purpose of this Agreement. The illegality or invalidity of any of the provisions, or portions of, or application of any of the provisions of this Agreement shall not affect the legality or enforceability of the remaining provisions, or portions of, or application of any of the provisions of any of the provisions of this Agreement.

11. Integration: This Agreement contains the entire agreement and understanding between the parties as to the subject matter of this Agreement. It merges and supersedes all prior or contemporaneous agreements, commitments, representation, writings, and discussions between SF STATE and DISTRICT, whether oral or written.

12. Successors and Assigns: DISTRICT and SF STATE, respectively, bind themselves, their successors, assigns, and legal representatives. SF STATE shall not assign or transfer any interest in this Agreement without DISTRICT's prior written consent, which consent shall be in DISTRICT's sole discretion. Any attempted assignment or transfer in breach of this provision shall be void.

13. Notices: All notices required hereunder shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal or electronic delivery to the parties' representatives at the address as shown below, or such other places as DISTRICT or SF STATE may, from time to time, respectively, designate in a written notice given to the other. Notice shall be deemed received three (3) days after the date of the mailing thereof or immediately upon delivery in person by e-mail or facsimile.

DISTRICT:
Simona Hoyos
Confidential Admin Assist. Business
Services
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

SF STATE:
Deanna Tam
Buyer II
Procurement Department
San Francisco State University
1600 Holloway Avenue
San Francisco, CA 94132

14. Appendices: Appendices A, B, C and D are attached hereto and incorporated herein by reference thereto.

15. Dispute Resolution: Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time by authorized representatives of the DISTRICT and SF STATE shall be brought to the attention of the County Office of Education (or designated representative) and the Chief Business Officer (or designee) of the CSU for joint resolution. At the request of either party, the CSU shall provide a forum for discussion of the disputed item(s), at which time the Vice Chancellor, Business and Finance (or designated representative) of the CSU shall be available to assist in the resolution by providing advice to both parties regarding the CSU contracting policies and procedures. If resolution of the dispute through these means is pursued without success, either party may seek resolution employing whatever remedies exist in law or equity beyond this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement in one (1) or more copies as of the date and year first above written.

_____ **SCHOOL DISTRICT**

Superintendent or Designee/Date

SAN FRANCISCO STATE UNIVERSITY

Deanna Tam, Buyer II

Appendix A
Memorandum of Agreement and
Description of Services for
SF STATE

San Francisco State University agrees to the following conditions and services that apply to Interns who are, or will be admitted to the Multiple and Single Subject Credential Programs at San Francisco State University and will be serving their Internships in the DISTRICT. Interns nominated by either UNIVERSITY or DISTRICT shall be mutually acceptable to both UNIVERSITY and DISTRICT and shall be subject to a mutually acceptable placement within the DISTRICT.

San Francisco State University agrees that:

1. Each Intern shall have completed the basic skills requirement prior to assuming Intern services or responsibilities.
2. Each Intern shall possess a B.A. Degree from an accredited institution of higher education, documented by official transcripts, with a minimum overall GPA of 2.67 or 2.75 in last 60 units.
3. Each Intern shall have a minimum of 120 hours of verified pre-service coursework.
4. Each intern shall have 45 hours of Early Field Experience, including students who are English Learners (EL) in educational settings; or hold a current Preliminary or Clear Credential with a valid EL Authorization; or, have a passing score on the CTEL Exam.
5. Each intern shall have met the subject matter requirement by passing all required subtests of the California Subject Examination for Teachers (CSET) or through completing CTC-approved coursework.
6. Each Intern shall have met the U.S. Constitution requirement through coursework or examination.
7. UNIVERSITY personnel, including but not limited to the College faculty and the College field supervisor, shall provide supervision, advice, encouragement and support for each intern as appropriate:
 - a. Clearly define the documentation and monitoring processes for additional services to interns who have not yet earned the English Learner Authorization (ELA).
 - b. Clearly define the description of qualifications of Commission-approved program supervisors, including the following:
 - Current knowledge in the content area that interns teach.
 - Understand the context of public schooling.
 - Ability to model best professional practices in teaching and learning, scholarship and service;
 - Knowledgeable about diverse abilities, cultural, language, ethnic and gender diversity.

- Thorough grasp of the academic standards, frameworks and accountability systems that drive the curriculum of public schools.
- c. Provide University support/mentor training and orientation.
 - d. Document and monitor employer-provided support and mentoring.
 - e. Specify responsibilities of supervisor, including allocation of time/frequency of observations and/or coaching.
 - f. Specify procedures for access of UNIVERSITY supervisor and on-site support/mentor as appropriate.
 - g. Allocation of additional personnel, time, and resources for individuals who have not yet earned an English Learner Authorization (ELA), such as in-classroom coaching specific to the needs of English learners.
8. Each semester, each intern shall be provided a minimum of 3 hours per week of adequate instruction, advising, encouragement and support, as appropriate, by SF State University personnel, including but not limited to the College faculty and the College field supervisor.
 9. UNIVERSITY will provide program coordination as needed with the cooperating district to manage the intern application and training process to ensure timely completion of credential coursework and filing for intern and preliminary credentials with the Commission on Teacher Credentialing.
 10. UNIVERSITY will invoice DISTRICT at the end of each academic year at the rate of One Thousand Dollars (\$1,000) as a fee for service for each intern served.

Appendix B

Memorandum of Agreement and Description of Services for District

DISTRICT agrees to the following conditions and services that apply to Interns who are, or will be admitted to the Multiple and Single Subject Credential Programs at UNIVERSITY and will be serving their Internships in the DISTRICT. Interns nominated by either UNIVERSITY or DISTRICT shall be mutually acceptable to both UNIVERSITY and DISTRICT, and shall be subject to a mutually acceptable placement within the DISTRICT.

DISTRICT agrees that:

1. Each Intern shall be provided a minimum of two hours every five Instructional days of adequate supervision, advice, encouragement and support, as appropriate, by the DISTRICT personnel, including but not limited to the school site faculty and the DISTRICT support provider. Support providers will hold a valid Clear of Life Credential with EL Authorization and have 3 years of successful teaching experience.
2. Interns will be released from instruction on a limited basis, as needed, to observe other credentialed teachers, to meet with DISTRICT support provider and to attend evening classes at UNIVERSITY.
3. DISTRICT personnel will report Interns annually to the California Commission on Teacher Credentialing (CTC) during the annual intern census.
4. DISTRICT personnel shall provide each intern with adequate supervision, advice, encouragement and support through the following activities:
 - a. Clearly define the qualifications of employer-provided mentor(s), one of whom has the following minimum qualifications: 1) Valid corresponding Clear or Life credential, 2) Three years of successful teaching experience, and 3) EL Authorization (if responsible for providing specified EL support).
 - b. Provide sufficient resources to work with the intern within the school day, including clearly defined expectations for type and frequency of support and protected time for the employer-provided mentor.
 - c. Determine terms of employment, including evaluation process of site-support (e.g., retiree contracted by UNIVERSITY or other agency, current school employee, etc.).
 - d. Allocate additional personnel, time, and resources for individuals who have not yet earned an English Learner Authorization (ELA)
 - e. If the employer provided mentor does not hold an EL authorization, the District must identify an additional mentor with EL authorization who is immediately available to assist the intern with planning lessons that are appropriately designed and differentiated for EL students, for assessing language needs and progress and that support language-accessible instruction through in-classroom modeling and coaching.
 - f. DISTRICT will reimburse UNIVERSITY at the end of each academic year in the month of June, or earlier, at the rate of One Thousand Dollars (\$1,000) for each Intern served during the current academic year under this agreement.
 - g. The DISTRICT will perform HR Clearance and fingerprinting for each intern at no cost to the UNIVERSITY.

Appendix C
Description of Services for SF
STATE and District

UNIVERSITY and DISTRICT agree to the following shared responsibilities for interns who are admitted to the Multiple and Single Subject Credential Programs at UNIVERSITY and will be serving their Internships in the DISTRICT:

1. Identify, in a written statement signed by the DISTRICT evaluator, UNIVERSITY supervisor and the intern, the individual(s) being coached, the roles and responsibilities related to weekly course planning, coaching within the classroom, problem-solving regarding students, and curriculum and teaching.
2. Establish and document, in a written statement, the process for communication between the school principal or other evaluator and UNIVERSITY supervisor before the intern begins the student teaching course in the credential program.
3. Clearly define, in a written statement signed by the DISTRICT evaluator, UNIVERSITY supervisor, and intern, the roles of the onsite supervisor/coach and the University supervisor in the documentation and monitoring processes for additional services to interns who have not yet earned the English Learner Authorization (ELA).

Appendix D COVID-19 Representation

DISTRICT is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". DISTRICT is familiar with and informed about the Centers for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. DISTRICT, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, DISTRICT will take steps to comply with the modified, changed or updated guidelines or directives.

If at any time DISTRICT becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify UNIVERSITY of that fact.