

NorCal Teacher Trainers Service Contract

(In conjunction with Orange County Dept. of Education Project GLAD®)

District/School: Santa Rosa City Schools

Description:

Project GLAD® Research and Theory Online Workshop-12 hours online, synchronous

This workshop focuses on the GLAD Model, second language acquisition, brain research, cultural sensitivity and respect, classroom implications and applications. All strategies will be integrated with California State Standards/Common Core State Standards with a focus on English Learners. There is also a focus on Social-Emotional Learning integration. Teachers who attend this training are eligible to attend the in-person classroom demonstration for an added cost.

Number of participants: 20

Cost per participant: \$800

Dates: Oct. 3, 5 10 and 12, 2023

3:15-6:15pm or January 16,18, 23,and 25, 2024 3:15pm-6:15pm

Materials: District agrees to provide each participant with a Learning Guide for the Research and Theory Workshop. DISTRICT is responsible for ordering and purchasing the Learning Guide through the National Training Center 6-8 weeks prior to the Research and Theory Workshop.

Step 1- Verify training dates and trainers- please fill out form through link below.

https://docs.google.com/forms/d/e/1FAIpQLSfMQ77ptwrjX9qf-AkDNTJkBOzqUWcLqb39AVmAJ_3BDvE2Xg/viewform

Step 2- After verification then:

Go to <https://istore.ocde.us/>

Click on OCDE Project GLAD NTC Products. Click on OCDE Project GLAD Learning Guide (\$52). Add the desired number of learning guides to the cart (one per workshop participant only).

DISTRICT will also need to pay \$25 per teacher for website access/resources fee when ordering the Learning Guides. Click on GLAD Resources Fees and input the number of teachers attending the workshop. Teachers will have access to standards-based, integrated units of study through the OCDE Project GLAD® website. Follow prompts for purchase. If you need assistance, please call (714) 966-4156

The District is responsible for distribution of training materials to participants.

The District understands and acknowledges that the trainers have a proprietary interest in the materials provided. The District agrees to act in a manner to protect the trainers' proprietary interest in these materials. Upon request districts/schools are also asked to submit assessment data, which includes test results and or anecdotal records to the trainers.

After contract is approved, District will provide trainers with a list of participants and email information.

Project GLAD® Classroom Demonstration

This in-person classroom demonstration takes place over three consecutive days.

A fourth session will be delivered online in a synchronous manner.

In the morning, teachers observe the GLAD strategies in action, with a coach to guide the lessons. The trainers will need a minimum of 3 ½ hours per day, in order to present all of the strategies. The classroom will need ample wall space as well as adult chairs for participants. The maximum number of students in the demonstration class will be 20.

For the afternoon planning, the district/school will provide a room with tables and chairs for the participants, document camera and screen and a room with wall space for charts. The room should be large enough for physical distancing as recommended by health agencies.

RECORDING OF ANY PORTION OF THESE WORKSHOPS IS STRICTLY PROHIBITED.

Minimum number of participants: 20

Cost per participant: \$1,450

Dates: February 6,7,8, 2024-in person

Final Day online March 14, 2024 3:15-6:15pm

Trainers: The trainers will be:

- **Kelli Richardson**, email : kelli9294@gmail.com
address: 10114 SW Copperleaf Lane, Tigard, OR 97224 phone: (707) 227-7442
- **Regina Rosenzweig**, email: reginar0711@gmail.com
address: 625 Rutgers Drive, Davis, CA 95616, phone: (530) 400-9606
- **Jocelyn Mitchelmore**, email: jmitchelmor@comcast.net
address: 1314 Cromwell Court, El Dorado Hills, CA 95752, phone: (916) 230-6980

Cost and Payment:

Research and Theory Online Workshop- \$16,000.00

Classroom Demonstration - \$29,000.00

Extra participants may be added for additional charge.

Estimated Total Contract cost: \$45,000.00

Please make check payable to Regina Rosenzweig.

- A. **Non-payment:** If payment is not received within 60 days, interest will be charged at a rate of 10% per annum until paid in full. In addition, if the matter is sent to a collection agency, it is agreed that the district will pay any and all collection costs and reasonable attorney's fees.
- B. **Cancellation Policy:** Notice of any cancellations **must be given in writing 30 days** prior to the first scheduled workshop. After that time, the district will still be charged the full amount.
- C. **Entire Agreement:** This contract contains the entire agreement of the parties. There are no warranties expressed or implied other than as set forth herein.

Name: _____ Title: _____

School/District: _____ Phone: _____

Address: _____

Authorized Signature: _____ Date: _____

GLAD trainer signature: *Regina Rosenzweig* Date: July 31, 2023

We must receive your confirmation before participants will be allowed to attend the workshop. Please print and fill out the information above. Return the entire form by email to Regina Rosenzweig at reginar0711@gmail.com

ADDENDUM TO CONTRACT

Between

Acosta Latino Learning Partnership

And

Santa Rosa City Schools

This addendum to the original contract with Acosta Latino Learning Partnership, Board approved on June 28, 2023, is for services including grant development proposals to be submitted to government agencies and private foundations and to identify funding sources to support the Santa Rosa City Schools' strategic planning goals and values.

The contract, under Item 2. Term, is amended to read: CONTRACTOR shall commence providing service 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 not event shall this CONTRACT exceed a term of five (5) years.

The contract, under Item 3. Compensation, is amended to read: District agrees to pay CONTRACTOR for service satisfactorily rendered pursuant to this CONTRACT, a total fee not to exceed \$174,500. This is an additional \$32,000, over the original contract of 142,500.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written August 3, 2023.

Contractor's Name: Curtis Acosta

Company: Acosta Latino Learning Partnership

Name: Curtis Acosta, Ph.D.

Title: Founder & Executive Director, Acosta Latino Learning Partnership

Signature: 

Date: August 3, 2023

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Lisa Cavin
Associate Superintendent

Date: _____



**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and **2TEACH**

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: 01-6500-0-5001-2100-5215-198/298-5198

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: 30+ Special Education staff, Secondary

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** Steve Mizera Date: August 1, 2023

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Patricia Cons-Fujii Phone #: 707 890-3800 x80807

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 08/07/2023 **Proposed Contract End Date:** 08/07/2023

Requisition #:R24-01110

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide meeting room with projector, and other presentation material.
 Materials for participants: Collaborative teaching in secondary schools. Texts for new co-teachers.

(b) CONTRACTOR's Responsibilities and Duties:

2 Teach will provide training in inclusive practices; specifically co-teaching, to the cohort of special education teachers to support implementation of co-teaching Co-teaching foundations, approaches, and lesson planning on August 7, 2023 (1 day) from 8:30 am to 3:00 pm, accessed virtually.

For groups with limited experience with co-teaching

For teachers new to co-teaching

Describes roles/responsibilities, benefits/challenges, co-planning, co-instructing w/ 5 models, co-assessing

Collaborative Teaching in Elementary or Secondary Schools- required text (purchased for new participants only)

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 08/07, 2023, and will continue through 08/07, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed four thousand Dollars (\$4,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Invoice SRCS services and material totaling \$4,000 at the time of agreement execution for materials and then professional development.

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?):

Teachers will be able to successfully implement the co-teaching model to support struggling learners with a focus on special education students to provide greater access to the general education curriculum. Success will be defined as positive social outcomes, increased student engagement, improved social skills and self-concept through the reduction of pull-out situations and improved academic performance. Furthermore, teachers will have the opportunity to engage in new teaching methodologies, sharing of expertise and work together to address content, accountability, classroom management and assessment.

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
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 the first page]**

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

shoyos@sres.k12.ca.us

CONTRACTOR:

Name: 2 Teach LLC

Street: 8408 Jason Ave.

City/State/Zip: West Hills, CA 91304

Phone: 855-618-2877

Email: wwlochner@2TeachLLC.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 _____..

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature:  _____

Lisa Cavin _____

Print Name: Wendy Lochner _____

Associate Superintendent _____

Title: COO _____

shoyos@sres.k12.ca.us _____

Email: wlochner@Teacher10.com _____

707-890-3800 x80201 _____

Phone: 855-618-2877 _____



**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

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

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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: LCAP

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 50 teachers

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Proposed Contract Start Date: September 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: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District will:

- Promote the two professional development workshops for SRCS staff held on site at two of our elementary school sites, one held Fall 2023 and the other Spring 2024
- Work with hosting school sites to identify a demo classroom and a meeting location for lesson debrief and collaboration
- Support securing of substitute teachers so that teachers can attend
- Compensate two Teaching Artists/Presenters \$750.00 each, payable to Luther Burbank Center for the Arts
- Provide Center with a list with participant names, grade, school name, and email address prior to the workshop

(b) CONTRACTOR's Responsibilities and Duties:

The Contractor will:

- Contract two Teaching Artists to present two separate on-site workshops, one in Fall 2023 and the other in Spring 2024
- Each workshop will focus on arts integration through a content area or social-emotional learning and include a classroom demo followed by time to debrief and collaborate
- Compensate two Teaching Artists \$750.00 each for presenting a workshop
- Provide and facilitate both workshops
- Provide post-workshop evaluation to the District

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on September 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 One Thousand Five Hundred Dollars (\$1,500) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment upon receipt of invoice:

\$750.00 for each Teaching Artist/Presenter for a total not to exceed \$1500.00

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?):

We will look at the metrics for:

- Attendance:
- A total of 50 teachers/staff will participate in the LBC workshops.
- Post-workshop evaluation:
- 90% of participants feel prepared to utilize techniques addressed in their instruction.
- 90% of participants feel that the workshop will have direct impact on their teaching

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

Provides participants with tangible and relevant teaching and learning practices that will support students to graduate and be college and career ready.

Provides content that increases student and family wellness and engagement through wellness and support for staff.

Through staff participation, serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.

Provides safe and inviting facilities with current technology.

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@sres.k12.ca.us

CONTRACTOR:

Luther Burbank Center for the Arts

50 Mark West Springs Rd.

Santa Rosa, CA 95403

707.800.7529

tsawyer@lutherburbankcenter.org

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

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

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

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

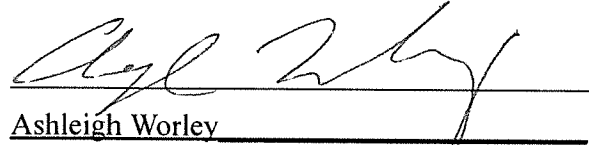
25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS 31 DAY OF July, 2023

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____



Ashleigh Worley

Associate Superintendent, Business Services

Director of Education & Community Engagement

shoyos@srcs.k12.ca.

aworley@lutherburbankcenter.org

707-890-3800 x80201

707.800.7528



We have prepared a quote for you

Bluebeam 2 New Core

Quote # 027225
Version 1

Prepared for:

Santa Rosa City Schools

Catherine Gotfrid
cgotfrid@srcs.k12.ca.us

New Named-User

Description	Price	Qty	Ext. Price
Bluebeam Core New User, Annual Subscription. Annual subscription valid for one year from date of purchase, per user Admin: Adrian Bica abica@srcs.k12.ca.us	\$300.00	2	\$600.00

Subtotal: **\$600.00**

Bluebeam 2 New Core

Prepared by:

U.S. CAD

Adriane Wiklund
877-648-7223
Fax 949-679-0227
adriane.wiklund@uscad.com

Prepared for:

Santa Rosa City Schools

211 Ridgway Ave
Santa Rosa, CA 95401
Catherine Gotfrid
(707) 890-3800
cgotfrid@srcs.k12.ca.us

Quote Information:

Quote #: 027225

Version: 1
Delivery Date: 08/02/2023
Expiration Date: 08/30/2023

Quote Summary

Description	Amount
New Named-User	\$600.00
Total:	
	\$600.00

Terms & Conditions:

- 1.) Please sign below as orders will not be accepted without a signed quotation.
- 2.) Product returns will be allowed within 30 days of invoice date. A restocking fee of 15% plus original shipping fee may be charged.
- 3.) Customer is eligible to receive free technical support. To submit a support case, visit <https://uscad.com/support/> or call our technical support department.
- 4.) If shipping charges do not appear on this quote, shipping charges for physical media shipments, if applicable, will appear on the invoice.
- 5.) Customer has one year from date of purchase to receive training or services that have been prepaid, unless otherwise agreed upon by management, after which time customer has forfeited rights to receive such training or services.
- 6.) Payment is due in advance unless a credit limit has been established with U.S. CAD.
- 7.) If sales tax charges do not appear on this quote, but are determined to be applicable, they will appear on the invoice.

Please mail checks to:

U.S. CAD 18831 Bardeen Ave., #200
Irvine, CA 92612

U.S. CAD

Signature: _____
Name: Adriane Wiklund
Title: Business Development Specialist
Date: 08/02/2023

Santa Rosa City Schools

Signature: _____
Name: Catherine Gotfrid
Date: _____



Customer: **SANTA ROSA CITY SCHOOLS**
VIP Membership Number: **9A33109F73936058AD3A**
Date: **02-AUG-2023**
Currency: **USD**

Products and Services

SKU	Product Description	Billing Cycle	Qty	Unit of Measure	License Term		Annual Unit Price	Term Unit Price	Total Fees
					Start Date	End Date			
65291782BB04A12	Creative Cloud ALL MLP Entrprse Lic Sub Rnw MUN K12 SCHOOL SITE 2G - K12 SCHOOL SITE	Yearly In Advance	500	Per User	31-AUG-2023	30-AUG-2024	4.92	4.92	2,460.00
65297227BB04A12	Creative Cloud ALL MLP Entrprse Lic Sub Rnw MUN K12 SITE SHRD DEV LC - K12 SITE SHRD DEV LC	Yearly In Advance	100	Devices	31-AUG-2023	30-AUG-2024	24.96	24.96	2,496.00
Total Fee:								4,956.00	
Estimated Tax*:								0.00	

Grand Total Fee including Estimated Tax*: 4,956.00

*Estimated Taxes may change, as tax rates current at the time of invoice will apply. Actual taxes due will show on Customer's invoice.

Sales Order Terms and Conditions

- All Products are licensed under the Adobe VIP terms and conditions: <https://www.adobe.com/go/vip-terms>. ("VIP Agreement") and this Sales Order. Customer acknowledges and agrees that it is bound to the VIP Agreement. If there is any conflict between this Sales Order and the VIP Agreement, then the terms of this Sales Order shall control. VIP Member is Customer for the purposes of this Sales Order. Customer must pay in full within 30 days of the invoice date in accordance with the invoice. Accounts are enabled when Adobe books Customer's order; Adobe may adjust the License Term Start Date and extend the End Date accordingly.
- Notwithstanding other payment provisions, payment is due upon receipt of invoice and must be made by credit card, if (a) the Total Annual Fee listed above is \$2,500.00 USD (or equivalent) or less, or (b) Member will pay by Credit Card.
- All pricing described in this Sales Order is contingent upon Customer placing an order with Adobe no later than 01-SEP-2023. Any terms or conditions in Customer's purchase order or any other related documentation submitted by or on behalf of Customer to Adobe do not form part of this Sales Order and the VIP Agreement and are void.



By placing an order with your Adobe Phone representative, you acknowledge and agree to the terms of this Sales Order.

Customer:	SANTA ROSA CITY SCHOOLS	Adobe:	Adobe Inc.
Billing Address:	211 RIDGWAY AVE, SANTA ROSA CA 95401-4320 UNITED STATES	Address:	345 Park Avenue San Jose CA 95110-2704
Contact:	Vick chanthashivakul- vchanthashivakul@srcs.k12.ca.us	Contact:	SHIPRA SETHI shiprasethi@adobe.com
PO Number:			





SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Steve Smith, 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: 0 1 - 0 0 0 0 - 0 - 3 7 0 2 - 1 0 0 0 - 5 8 0 0 - 2 5 1 - 5 1 5 1

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

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

Contract is: New [X] Renewal Addendum Amendment

Number of Individuals Served: PHS STEM Certificate Population

Approved at Site by*: [Signature] Date: 7/18/2023
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Kurt Kruger / Science / Piner High School Phone #: 707.481.5536

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Aug 1, 2023 Proposed Contract End Date: May 31, 2024

Requisition #: ~~R24-00896~~ 70 R24-00789

BUSINESS SERVICES USE ONLY

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide Steve Smith access to the SPARQ Center and SPARQ Observatory.

(b) CONTRACTOR's Responsibilities and Duties:

Continue with development and implementation of The SPARQ Observatory and SRG (SPARQ Research Group) including assistance in the following areas:
1. Student resource guide development for Astrophotography procedures including tutorials.
2. Continued systems calibration and documentation.
3. Systems implementation, integration, and documentation.
4. **SPARQ Research Group Development (SRG):** Astrophotography and Photometry projects to satisfy students STEM Certificate Level 2 & 3 projects.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on **Aug 1, 2023**, and will continue through **May 31, 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 **ten thousand two hundred Dollars (\$10,200.00)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

170 hours @ \$60.00 per hour for a maximum total of \$10,200.00 from August 1st 2023 through May 30th 2024. Monthly itemized invoices will be provided by Mr. Smith.

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]

1. Completion of Contractors Responsibilities and Duties as outlined above.
2. Greater student involvement in **SPARQ Research Group (SRG)**.
3. Greater number of Level 2 and 3 projects for our **STEM Symposium** in May 2024.
4. SPARQ Astrophotography/Photometry Student Resource guide/procedures update.

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

Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.

Increases student and family wellness and engagement through the full-service community school model.

Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.

Provides safe and inviting facilities with current technology.

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

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

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

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

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

10. Indemnification:

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

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

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.
- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:
 - (1) DISTRICT, its officers and employees, is named as additional insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this CONTRACT.
 - (2) The inclusion of more than one insured shall not operate to impair the rights of one insured against another insured, and the coverage afforded shall apply as though separate policies had been issued to each insured, but the inclusion of more than one insured shall not operate to increase the limits of the company's liability.

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services

satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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

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

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

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

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

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

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

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

DISTRICT:
Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-528-5381

dmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Steve Smith

Street: 421 Sheldon Street

City/State/Zip Petaluma California 94952

Phone: 707.721.6174

Email: ssbeyond59@gmail.com

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

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

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

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

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

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

DISTRICT

Signature: _____

Anna Trunnell

Superintendent

dmartin@srcs.k12.ca.us

707-528-5831

AUTHORIZED SIGNER or CONTRACTOR

Signature: Steve Smith

Print Name: Steve Smith

Title: Independent Contractor

Email: ssbeyond59@gmail.com

Phone: 707.721.6174



TERMS OF AGREEMENT

This Agreement is made between 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,

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This Finalsite Order (the 'Order') is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Santa Rosa City Schools ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("Pricing Summary"). This Order, together with the Master Terms and Conditions for Services (the "Master Terms") located at <http://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

A. Products and Services Pricing Summary

Training	
School Webmaster Training [2 hour-Virtual Instructor]	\$ 400
Total	\$ 1,600

The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

B. Terms

1. **Effective Date:** Upon execution of this Order.
2. All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars (\$) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.
3. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client: Santa Rosa City Schools
Signature
Name (printed)
Title (printed)
Date

Active Internet Technologies ('AIT')
Signature
Name (printed)
Title (printed)
Date

C. Client Contact Information

Please fill out the following information, which will be used by our deployment & accounting teams.

Billing Contact
Title
Address 211 RIDGWAY AVE.
City, State Zip SANTA ROSA, CA 95401-4320
Phone
Email

Project Contact
Title
Phone
Email

*Executive Sponsor (Superintendent, Head of School, CFO, etc.)
Title
Email

*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.



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
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CLIENT SIGNATURE: DocuSigned by: <i>Anna Trunnell, Superintendent</i> <small>878524FCDBE94FC...</small>	SIGNATURE: <i>Tici'sess-Hussein</i>
Printed Name: Anna Trunnell	Tici'ess, Inc.
Anna Trunnell, Superintendent	
DATE 8/2/2023	DATE _____

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