



**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 California Agricultural Teachers' Induction Program (CATIP), hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0000-0-3800-1000-5880-253-5140

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: One (1) Agriculture Credential Candidate at Elsie Allen High School

Approved at Site by*: _____ **Date:** _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** [Signature] _____ **Date:** 8/25/23

** 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: 9/1/2023 **Proposed Contract End Date:** 6/30/2024
Requisition #: R24-01241

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

2023-2024 MEMORANDUM OF UNDERSTANDING



for the
**California Agricultural Teachers'
Induction Program**
between
Davis Joint Unified School District
and



Santa Rosa City Schools (Participating District or LEA)

School District/LEA Name Here

General

This Memorandum of Understanding (MOU) is entered into between the Davis Joint Unified School District (DJUSD) – Local Educational Agency (LEA) for the California Agricultural Teachers' Induction Program (CATIP) – and the participating district or LEA listed above (referred to as "District" in this MOU) to participate in the California Agricultural Teachers' Induction Program.

The effective date of this MOU is September 1, 2023 – June 30, 2024. The terms of this agreement shall remain in force unless mutually amended.

Purpose

The purpose of this Memorandum of Understanding is to establish a formal working relationship between the parties of agreement and to set forth the operative conditions that govern this partnership. The assumption of continued partnership for the **2024-2025** school year is made unless the District notifies the CATIP in writing on or **prior to January 31, 2024.**

Responsibilities – General

A) CATIP agrees to:

- 1) Provide support for direct program administration to conduct the accredited induction program per guidelines set forth by the Commission on Teacher Credentialing (CTC) and California Department of Education (CDE);
- 2) Provide office space, equipment, and meeting space for program activities;
- 3) Facilitate a process for equitable distribution of services to Teacher Candidates and Mentors in all participating districts and schools;
- 4) Convene a Teacher Induction Program Advisory Committee, establish regular meetings, and provide data on program requirements and clear credentialing;
- 5) Establish and maintain accurate program records and reports;
- 6) Maintain State of California approval and accreditation as an Induction Program and Credentialing Agency;
- 7) Advise Teacher Candidates about their involvement in the Induction Program and provide formative feedback about candidates' progress toward completion of the program;
- 8) Recommend for the California Clear Credential and process all credential applications for eligible Teacher Candidates;
- 9) Arrange for and monitor University of California, Davis Extension continuing education units for Teacher Candidates and 1st and 2nd year Mentors;
- 10) Provide the California Agricultural Teachers' Induction Program Assessment System materials to Teacher Candidates and Mentors (e.g. individualized learning plans, weekly conversation logs, curriculum, etc.);
- 11) Provide training in the California Agricultural Teachers' Induction Program coursework, including the Teaching Performance Expectations (TPE), California Standards for the Teaching Profession (CSTP), student academic and CTE content standards, Agriculture and Natural Resources Model Pathway Standards, and Induction Standards to Teacher Candidates and Mentors;
- 12) Provide relevant and research-based mentoring skills training to Mentors;
- 13) Provide induction program information to site administrators/district coordinator;
- 14) Select, monitor, and supervise professional development facilitators in accordance with Induction Program Standards;
- 15) Provide materials, facilitation, and presentation support for professional development facilitators;
- 16) Develop and establish contracts with outside vendors for professional services as needed Teacher Candidates/Mentors professional development and support;
- 17) Provide the Advisory Board, district superintendents and site administrators with information, clarify roles and responsibilities, and provide verification and accountability specific to the teacher credential process;

California Agricultural Teachers' Induction Program (CATIP) 2023-2024 MEMORANDUM OF UNDERSTANDING

- 18) Communicate with and advise District Human Resources departments, credential analysts, and school personnel regarding Induction, hiring implications, and procedures for compliance;
 - 19) Establish and maintain an accountability system for all participants;
 - 20) Collaborate with the Capital Region Induction Network Team, the Induction Consortium (Bay Area), and state-wide agricultural education stakeholders regarding the Induction Program;
 - 21) Collaborate with Cluster Region One and California Commission on Teacher Credentialing for appropriate support and training and ensure participation at Cluster and Statewide program meetings; and
 - 22) Supply reports and other information to the California Commission on Teacher Credentialing (CTC) and the California State Department of Education (CDE) as requested on all matters related to program requirements and activities.
- B) The District agrees to:
- 1) Appoint a liaison who serves as the programmatic contact in the district, who normally oversees all activities within the district related to induction services and assumes the responsibilities of communicating with the California Agricultural Teachers' Induction Program (including notifying CATIP when a candidate leaves before the end of the school year, providing follow-up on Mentors and Candidates not meeting requirements, etc):

Debi Cardozo

Name of District Coordinator

707-890-3800 x80310

Phone

dcardozo@srcs.k12.ca.us

Coordinator's Email Address

211 Ridgway Ave, Santsa Rosa, CA 95049

Mailing Address

- 2) Establish a point of contact in District Accounts Payable for invoicing communication:

Simona Hoyos

Name

707-890-3800 x 80201

Phone

shoyos@srcs.k12.ca.us

Email Address

211 Ridgway Ave, Santsa Rosa, CA 95049

Mailing Address

- 3) Establish a Purchase Order for invoicing coordination:

R24-01241

PO #

\$2,550

PO Amount (\$2,550/Candidate/Year)

(If candidate will be paying for the program themselves indicate that here)

- 4) Confirm candidate availability for program participation according to criteria established by the Commission on Teacher Credentialing and the California Agricultural Teachers' Induction Program.
- 5) Separate CATIP formative assessment information from district employment evaluations.
- 6) Provide an update about participation with CATIP to the district's governing board during the tenure of this MOU.
- 7) Participate in CATIP evaluation.
- 8) Superintendent or designee coordinator/administrator maintains an informal position on the Teacher Induction Advisory Board for program networking, implementation, compliance, and program evaluation;
- 9) The Administrative member of the Advisory Board or District coordinator/ administrator may bring concerns or suggestions for change to the Advisory Board for discussion by submitting proposals no later than two weeks prior to the next Advisory Board meeting for inclusion on the agenda;
- 10) Advisory Board Representative and/or District Coordinator disseminate program information to site and district administrators, clarify roles and responsibilities of all program participants, and communicates program information to participants;
- 11) Upon hire, advise eligible Teachers about their responsibilities for Induction, enroll eligible candidates, and gather candidate credentialing information as needed by the Induction office. All teacher candidates who are teaching on a preliminary credential should be evaluated for eligibility. CTE Teachers are eligible to complete credential requirements, including

California Agricultural Teachers' Induction Program (CATIP)

2023-2024 MEMORANDUM OF UNDERSTANDING

- application for preliminary credential with prerequisites met. Teachers who have intern credentials may also be eligible if they have recently completed the intern program and have been granted a preliminary credential;
- 12) Ensure that Human Resources personnel and credential analysts are appropriately trained in protocols of advice and assistance to Induction Candidates;
 - 13) Provide appropriate credential and advisement information to the CATIP office;
 - 14) Select Mentors according CATIP Standards Qualifications¹;
 - 15) Approve a Mentor to each Teacher Candidate according to CATIP Policies and in a timely way, within 30 days of program enrollment, that allows the pair to begin working together when teaching begins and not less than an average of 1 hour per week;
 - 16) Conduct early site and/or district-based program information orientations that include information designated on the California Agricultural Teachers' Induction Program "Administrator Meeting" form;
 - 17) Ensure that all staff administrators with Mentor(s) and/or Teacher Candidate(s) on staff complete the Program's annual survey regarding the Induction Program;
 - 18) Establish working conditions for Teacher Candidates aligned with CATIP Standards;
 - 19) Ensure that Teacher Candidates have core curriculum materials and appropriate content frameworks;
 - 20) Encourage that all Teacher Candidates have course assignments with English Language Learners sufficient to allow completion of the English Language requirements of the Clear Credential and accordance with CATIP policies and accreditation;
 - 21) Provide Teacher retention data to Induction Program upon request;
 - 22) Provide Mentor release time for observation of the Teacher Candidates as required by the Induction activities (2 observations required each year);
 - 23) Provide Teacher Candidates release time for observation of colleagues, reflection, and professional development activities tied to their Individual Learning Plan (ILP) as required by the Induction activities (2 observations required each year);
 - 24) In the event of need, provide Mentor release time for Mentor training as required by the Induction program (for the Mentor's first and second years);
 - 25) Develop and maintain a budget that allocates amounts sufficient to meet the costs of implementing its program responsibilities;
 - 26) Process payment for authorized contracted services; and
 - 27) Provide projection estimates of participating Teachers for the 2024-2025 school year to California Agricultural Teachers' Induction Program by **May 15, 2024** for continuing participants and in a timely manner, **June 30, 2024** onward, for new participants.

Responsibilities – Fiscal

- A) CATIP, in its association with YSCTC and DJUSD (accrediting agency with certification capacity as LEA), agrees to the overall fiscal responsibility for the funding of the administration of the program, including:
- 1) Invoice the District through the Accounts Payable contact (named in 'Responsibilities-General B.2') for each credential candidate per billing method selected below:
 - Billing will occur in September for \$2,550 per academic year with a **Net 30-day**.
 - Billing will occur in September for the amount of \$1,275 and January in the amount of \$1,275 to total \$2,550 per academic year with a **Net 30-day** return on each billing.
 - Candidate Self-Pay: Billing will occur monthly, beginning September through February with a **Net 30-day** return. 6-installments in the amount of \$425, to total \$2,550 per academic year.
 - District and Candidate will split costs in the following manner (to total \$2,550):
 - District agrees to be responsible for the following amount:
 - Candidate Teacher agrees to be responsible for the following amount:
 - 2) Assume overall fiscal responsibility for the administration of Induction funds and documentation required by the CDE and CCTC;
 - 3) Develop and maintain a balanced budget that reflects program priorities and implementation of the approved induction plan;
 - 4) Abide by the Teacher Expenditure Guidelines;
 - 5) Provide a stipend payment for each program Facilitator in accordance with CATIP Consortium and Facilitator memorandum of understanding.

California Agricultural Teachers' Induction Program (CATIP) 2023-2024 MEMORANDUM OF UNDERSTANDING

B) The District agrees to:

- 1) Approve the designation of a Mentor¹, by CATIP, to each credential candidate (novice teacher) within the first 30 days of the participant's enrollment in the program;
- 2) Coordinate any potential compensation of the identified Mentor¹ at the District's rates and policies. Any remuneration to the mentor will be outside of CATIP's purview, and above the annual program cost named herein;
 - i) Compensation to the mentor is suggested to be \$2,000/candidate/year, but is at the absolute discretion of the District's policies, hiring practices, and collective bargaining obligations.
- 3) Compensate the identified Mentor for each Teacher Candidate according to rates, policies and procedures at the District-level.
- 4) The California Agricultural Teachers' Induction Program must be informed of any changes to this language at least two weeks prior to the start of the Mentor's obligation to their candidate(s);
- 5) Payment for services from the California Agricultural Teachers' Induction Program to be **\$2,550** per Teacher Candidate per year, non-refundable, no proration;
- 6) Process Mentor and other payments in a timely way based upon approved MOUs and other budget documents; and
- 7) Provide Mentors and Teacher Candidates release time for training and observation in accordance with CTC regulations and program (CATIP) guidance.

Program Participation

Insofar as permitted by law, Davis Joint Unified School District (LEA for YSCTC and CATIP) shall assume the defense and hold harmless District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of the sole fault or negligence of Davis Joint Unified School District, its officers, agents or employees, arising out of its performance under the terms of this agreement.

Insofar as permitted by law, the District shall assume the defense and hold harmless the Davis Joint Unified School District and/or any of its officers, agents or employees from any liability, damages, costs, or expenses of any kind whatsoever, including attorneys' fees, which may arise by reason of any harm to person(s) or property received or suffered by reason of the sole fault or negligence of the District, its officers, agents or employees, arising out of their performance under the terms of this agreement.

Compliance with Applicable Laws

This Memorandum of Understanding shall comply with all federal, state and local laws, rules, regulations and ordinances that are now or may in the future become applicable.

Other Conditions

Any and all products developed by California Agricultural Teachers' Induction Program are the exclusive property of the California Agricultural Teachers' Induction Program. Schools, districts, their employees, staff and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the written permission of the California Agricultural Teachers' Induction Program.

¹ The District approves Mentors who:

- Possess a valid Professional Clear Teaching Credential and a minimum of 5 years of verified effective teaching experience in the context and content area of the candidate's teaching assignment (i.e. similar teaching assignment, grade level, type of school, etc.);
- Have been identified by CATIP, attend professional development organized by CATIP, and are agricultural educators in good standing with CATIP;
- Have a demonstrated commitment to professional learning and collaboration;
- Have the time, ability, willingness, and flexibility to meet candidates' needs for support; and
- Will act as an ambassador of the California Agricultural Teachers' Induction Program.

California Agricultural Teachers' Induction Program (CATIP) 2023-2024 MEMORANDUM OF UNDERSTANDING

Signing Process:

1. The School District gains approval and completes appropriate signatures through district processes and policies;
2. The School District Returns signed MOU to CATIP office via email (Jessica Cardoso - jcardoso@yscenter) OR regular postal service (DJUSD, c/o Jessica Cardoso YSCTC, 526 B Street, Davis, CA 95616); OR uploaded to this Google Folder
 - a. This shall be completed by September 1st for candidates enrolling in the program by September 1st, and by February 1st for those candidates enrolling mid-year.
3. CATIP will place MOU on DJUSD Board of Education Agenda for consent and signature;
4. CATIP will return a fully executed copy of this document to the School District for its records.

The parties signed below, as the signatory representatives for their associated organizations, affirm their commitment to the stipulations outlined in pages 1 through 4 above.

Signature

Lisa Cavin

Printed Name

Associate Superintendent of Business Services

Title

lcavin@srcs.k12.ca.us

Email

Santa Rosa City Schools

Organization

Signature

Bruce Colby

Printed Name

Associate Superintendent of Business Services

Title

Date

Davis Joint Unified School District

Organization



**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 Dr. Jo Boaler, 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: Educator Effectiveness Grant

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

Contract is: New X Renewal Addendum Amendment

Number of Individuals Served: 200 Teachers

Approved at Site by*: _____ Date: _____

* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

Departmental Approval:** _____ Date: _____

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Samuel Martinez, Ed. Services, District Office **Phone #:** (707) 890-3800 x80311
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 9/01/23 **Proposed Contract End Date:** 6/30/24

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:** _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

As part of the Districts ongoing improvement redesign efforts in Mathematics, the district responsibilities will include the following:

District will organize cohorts of teachers for professional learning, communication, venue, etc..

The District will collaborate with Dr. Boaler and Cathy Williams to plan and coordinate the professional learning sessions, follow up professional learning tasks, and provide information and resources to participating teachers.

The District will align professional learning with other district wide improvement efforts in the area of Mathematics and collect relevant data to evaluate improvement efforts.

The District will provide participants with opportunities for collaboration, classroom coaching, and feedback.

The District will provide leaders with progress reports and information on improvement strategies.

The District will ensure that teachers are provided with sufficient coverage to attend the trainings.

The District will leverage exemplars of practice to scale efforts in subsequent years.

The District will support efforts to collect data and feedback from educational partners, leaders, students and teachers.

(b) CONTRACTOR's Responsibilities and Duties:

The following professional learning plan outlines the work that Dr. Boaler and Cathy Williams will lead with teacher cohorts during the 2023-2024 School Year.

Math Administrator and Math Teacher Leaders (Math Chairs and TOSAS) Workshop: Date: September 28, 2023

A 1 Day Mathematics Workshop on Research Based Strategies to Support the Implementation of the New California Math Framework: January 26, 2024

This will be custom designed with local leaders, to focus on area(s) of need. The training will follow up on current student identity data and math achievement data in order to reinforce some of the content specific to the New California Math Framework. Dr. Boaler will provide teachers with research-based strategies including teaching to Big Ideas, Connecting Drivers of Investigation to Math Practices, and Content; Multidimensional mathematics instruction, strategies for complex instruction, equity based practices, high leverage tasks, research based assessment practices all in a manner that supports a positive identity and growth mindset in students.

The workshop can include any number of teachers and other educators - in a space that allows good group work. The workshop will be led and run by Professor Jo Boaler. In the workshop teachers will learn about the latest research (from neuroscience and education), and experience mathematics themselves in the ways recommended by research. They will work with other educators and make connections as they learn. The workshop is appropriate for all educators and all grades.

The full day workshop will require audio and visual equipment to allow Dr Boaler to present, with sound. Teachers should be seated in groups with a minimum of 4 and a maximum of 10. Teachers will need poster paper and marker pens in each group.

Cathy Williams will support Dr. Boaler with professional learning along with improvement efforts for Santa Rosa City Schools.

In addition SRCS Ed Service will provide follow up professional learning and collaboration with educators in course alike cohorts to support specific course aligned implementation of content and pedagogical practices applying complex instruction strategies and research based instructional strategies from the professional learnings provided by Dr. Boaler to promote an increase in positive identity and growth mindset in students:

TOSAS supporting teachers in Grades 4, 5 and 6

Secondary Math Teachers in Grades 7 and 8

High School Integrated Math 1 Teachers

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 thirty thousand dollars (\$30,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The district shall pay the contractor according to the services outlined in the contract. The cost for the mathematics improvement work for Dr Boaler is:

1 Full day workshops, all educators \$20,000; A half day workshop for Administrators and Math Leads \$10,000.

The total cost will be \$30,000 paid for through the Educator Effectiveness Grant.

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?):

Dr. Boaler will support the district with research and data to increase student learning along with the development of a positive sense of math identity and growth mindset for our students. This support will include the following:

The goal at the end of the contract is to see an improvement in Students' Identity and growth mindset as measured by a pre and post Student Identity Survey data provided by Dr. Boaler in the Winter of 2023, along with pre and post Teacher evaluation data. Additional measures will include teacher implementation survey data, classroom observational data, and SBAC summative assessment data.

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

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

	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

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

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

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

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

10. Indemnification:

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

- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

(f) Professional Liability (Errors and Omissions) Insurance for all activities of the CONTRACTOR arising out of or in connection with this CONTRACT is an amount no less than \$1,000,000 combined single limit for each occurrence endorsed with the following specific language: "This policy shall

not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.”
[Required if Professional Services is checked on first page]

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: _____

Street: _____

City/State/Zip: _____

Phone: _____

Email: _____

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

nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 17 DAY OF August , 2023 .

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Jo Boaler

Lisa Cavin

Print Name: Dr Jo Boaler

Associate Superintendent

Title: Professor

mmartin@srcs.k12.ca.us

Email: joboaler@stanford.edu

707-890-3800 x80201

Phone: 650-644-6060



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 School Garden Network (SGN), hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0000-0-1485-1000-4300-251-1051

Funding Category: X Base Supplemental Concentration
Restricted: Other:

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

Contract is: X New Renewal Addendum Amendment

Number of Individuals Served: Piner High School (60-90 students)

Approved at Site by*: [Signature] Date: 8/25/23
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Andrea Correia Phone #: 707-890-3840
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1, 2023 Proposed Contract End Date: May 31, 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: [Signature] Date:
Fiscal Services Authorizer

LAST REVISED ON 4-5-17



July 21, 2023

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into by and between:

School Garden Network
PO BOX 1367
Sebastopol, CA 95473
info@schoolgardens.org
707-861-0593

and

Piner High School
1700 Fulton Rd.
Santa Rosa, CA 95403
acorreia@srcs.k12.ca.us
707-280-3481

Hereafter collectively referred to as the "Parties."

Purpose:

The purpose of this MOU is to establish a framework for collaboration and cooperation between School Garden Network and Piner High School to build the capacity of the school's garden program from July 2023 through May 2024.

Responsibilities of the Parties:

School Garden Network Responsibilities:

- SGN Farm-to-School Manager will conduct a detailed site assessment of the school garden and program and create a work plan for the school year.
- SGN Farm-to-School Manager will provide technical expertise to support the expansion and or revitalization of the garden.
- SGN Farm-to-School Manager will facilitate garden maintenance and infrastructure improvements.
- SGN will provide garden supplies like irrigation materials, plants and seeds to support the garden's production of edible foods.
- SGN Farm-to-School Manager will provide curricular resources to align garden and nutrition education to state standards.
- SGN Farm-to-School Manager will initiate the development (or improvement) of a garden kitchen (or cooking cart) that supports cooking from the garden activities.

- SGN Farm-to-School Manager will offer 7 Harvest of the Month lessons during the school year to students.
- SGN agrees not to share the names or ages of any students shown in pictures that will be used for promotional purposes.

Piner High School Responsibilities:

- Piner Principal will sign and return the MOU no later than July 28, 2023. If this is not possible, the School will contact SGN immediately.
- Piner High School agrees that all expenditures comply with the Farm to School program requirements.
- Piner agrees to follow the timeline, schedule and the description of activities, services or deliverables.
- Piner High School must have a designated Garden Coordinator in place at the time of signing this MOU to work with SGN staff in the following areas: Garden technical assistance to increase production of food grown on site; create or improve garden kitchen and/or cooking cart; and curricular support that aligns with state standards and focuses on garden and nutrition education. If during the term of this agreement, the Coordinator cannot fulfill the contract for any reason, SCHOOL will notify SGN promptly and the school will designate (or hire) another Coordinator within one month.
- Piner admin will assist in selecting teachers to help populate at least 4 groups of students (up to 20 students per group) to receive Harvest of the Month lessons for 45 minutes per group, once per month. Harvest of the Month lessons will occur in September 2023, October 2023, November 2023, December 2023, February 2024, March 2024 and April 2024.
- Piner admin will provide teacher contact information of teachers whose students will participate in this program to SGN no later than 8/7/2023 .
- The Garden Coordinator will complete and submit mid-term and final evaluations to SGN Farm-to-School Manager by December 2023 and May 2024.
- The Garden Coordinator will provide a program description as well as photos of their work, to be used for SGN promotional materials, on websites, in newsletters and on social media.
- Piner High School agrees to obtain a photo release form signed by a parent/guardian, and to provide SGN with a copy of the signed form.
- Piner agrees to provide a site orientation to SGN staff that includes a map of the school, bell schedule, keys to adult restrooms and garden (if needed) and the internet password.

Duration:

This MOU shall become effective on the date first written above and shall remain in effect until June 1, 2023, unless otherwise terminated by mutual written agreement.

Timeline:

- 07/28/23: Signed MOU must be submitted to SGN by school
- 08/01/23: Site visits are schedule with SGN and School
- 08/07/23: School admin will provide teacher contact information to SGN
- 08/08/23: Attend Cooking from the Garden Workshop in Petaluma
- 09/02/23: Harvest of the Month (HOTM) lessons are scheduled for the school year
- 09/2023: September HOTM lesson- Date TBD
- 10/2023: October HOTM- Date TBD
- 11/2023: November HOTM lesson- Date TBD
- 12/2023: December HOTM lesson- Date TBD
- 12/15/23: Mid-term evaluation is submitted to SGN
- Feb 2024: Attend Soil Health and Composting Workshop (date and location TBD)
- 02/2023: February HOTM lesson- Date TBD
- 03/2023: March HOTM lesson- Date TBD
- 04/2023: April HOTM lesson- Date TBD
- 05/15/24: Final report, photos and paragraph due to SGN
- 05/15/24: Exit surveys are returned to SGN

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first written below.

School Garden Network



By: _____
Susan Davis, Executive Director

Date: 8/15/2023

Piner High School

By: _____
Andrea Correia, School Principal

Date: _____



DATE July 12, 2023

MEMORANDUM OF UNDERSTANDING

**This Memorandum of Understanding is by and between
Orton-Gillingham International, Inc. and Santa Rosa City Schools**

Name of presenter who will complete work:

Leslie Kesson or alternate Certified Y-og Master Trainer

Dates, cost , Plus Travel (estimated expenses) and participant numbers

December 5, 6, 7, 12, 13 Basic Y-OG 5 Day Training - up to 30 participants max of 35
(\$650 each participant over 30) \$ 19,500.00

December 14 Advanced Morphology - up to 25,max participants 30; \$260. for additional
participants max 30 \$ 6,500.00
(Airfare - \$562.96, Rental car \$784.32, Hotel \$2500., mileage @ .65.5 - this is based on booking rates
7/30)

April 17, 1, 23, 24, 25 Basic Y-OG 5 Day Training - up to 30 participants max of 35
(\$650 each participant over 30) \$ 19,500.00
Travel estimate -
(Airfare - \$562.96, Rental car \$614.29, Hotel \$2000., mileage @ .65.5 - this is based on booking rates
7/30)

June 10, 11, 12, 13, 14 Basic Y- OG 5 Day Training \$ 19,500.00
Travel estimate -
(Airfare - \$562.96, Rental car \$614.29, Hotel \$2000., mileage @ .65.5 - this is based on booking rates
7/30)

Scope of work and Length of Presentations:

Presentations:

- 3 - 40 hour basic Orton-Gillingham Training
 - ⇒ 8:30 – 3:30 daily (actual times can be adjusted)
 - ⇒ 30 minute lunch break daily
 - ⇒ Homework assignments of approximately 30 - 60 minutes daily
 - ⇒ Addition resources will be sent via email

1 day Advanced Y-OG training

- ⇒ 8:30 - 3:30 (actual times can be adjusted)
- ⇒ 30 minute lunch break daily
- ⇒ Homework assignments and additional resources sent via email

Provisions Agreed Upon:

District will provide:



All fees associated with training facility, registration, any refreshments

- ⇒ White board or flip charts for daily use,
- ⇒ ppt projector
- ⇒ Spreadsheet with participants 1st Name, Last Name and email to track attendance and provide additional resources. We send information and resources to this list so please update as needed and communicate changes to: bekki.simko@ortongillinghaminternational.org

OGI/Instructor will provide:

- ⇒ Training and all course materials, to be delivered prior to trainings
- ⇒ Additional resources and files via google doc link.

All content and materials provided for this course are the copyrighted registered property of Orton Gillingham International (O-GI) and Ronald Yoshimoto and shall not be copied, shared, or published on-line. Any use other than in the teaching environment by participants must receive written approval directly from OGI.

Orton Gillingham International, Inc. also has the ability to offer participants graduate credits by separate registration and fee to students. Please let us know if that is of interest.

Payment Schedule: \$5000. Deposit due within 60 days of signing of contract. Balance due upon completion of each individual training. Invoice to be provided by Orton-Gillingham International, Inc.

Termination

Either party may terminate this agreement 30 days prior to the scheduled event with written notification. If the contract is so terminated, the parties shall be liable only for the costs incurred up to the date of termination.

For weather or reason uncontrolled by either party, OGI is not responsible for expenses that may have been incurred by the contractee. In the event of nature, OGI will work with the contractee to reschedule the event as soon as possible to the satisfaction of both parties.

Accounts payable information:

Person requesting the training/ training contact:

Alisa Haley, M.A.Ed.
 Director, Educational Services
 Santa Rosa City Schools
 (707) 890-3800 ext.80317

Physical address for training:



Material Shipping Address:

Hereto Agreed upon

Lisa Cavin
Associate Superintendent

Date



Elenn Steinberg, Executive Director, OGI

8/23/23

Date

*THIS AGREEMENT WILL NOT BE VALID UNTIL ALL SIGNATURES ARE AFFIXED
For questions about scheduling or details about the training contact:
Elenn Steinberg, 720-937-8242
Email Address: Elenn@OrtonGillinghamInternational.org



SERVICES AGREEMENT

LEADERSHIP ASSOCIATES
www.leadershipassociates.org
449 W. Foothill Blvd., #427
Glendora, CA 91741
(530) 302-5112

AGREEMENT FOR CONSULTANT SERVICES

THIS AGREEMENT is made this 23rd of August 2023 between LEADERSHIP ASSOCIATES, hereinafter called the Contractor, and SANTA ROSA CITY SCHOOLS, hereinafter called the District.

The Contractor agrees to perform services for the District as follows:

The Contractor will conduct a High School Principal search, as delineated in the attached Summary of Services.

The District agrees to pay the Contractor THIRTEEN-THOUSAND FIVE-HUNDRED DOLLARS, (\$13,500) for services provided. Payment is to take place upon the selection of a finalist. The Contractor will submit the invoice to the District for payment. Payments is due within 30 days of receipt of invoice.

Remittance payable/forwarded to: Leadership Associates
Attn: Betty Hall
449 W. Foothill Blvd., #427
Glendora, CA 91741

The Contractor is to perform the above services beginning August 23, 2023.

Contractor agrees to hold harmless and indemnify the District, its officers, agents, and employees with respect to all damages, costs, expenses or claims, in law or in equity, arising or asserted because of injuries to or death of person or damage to, destruction, loss, or theft of property arising out of faulty performance of the services to be performed by Contractor hereunder.

It is expressly understood and agreed to by both parties hereto that the Contractor, while engaged in carrying out and complying with any of the terms and conditions of this contract, is an independent contractor and is not an officer, agent, or employee of the aforesaid District. Either party may terminate this agreement by providing the other party with ten (10) days written notice. Upon such termination, fees will be determined on a pro rata basis.

Leadership Associates does not participate in a California public pension system. Leadership Associates and the District understand that the work/services provided should not be considered creditable toward the STRS earnings limit as the work is not normally performed by employees of the District and requires less than 24 months (496 business days). REF. CA Education Code § 26135.7 (2014)

CONTRACTOR:
LEADERSHIP ASSOCIATES
Taxpayer ID#: 68-038,3653

By: [Signature]

Name: Betty Hall

Title: Fiscal Services

Date: August 23, 2023

DISTRICT:
PASO ROBLES JOINT UNIFIED SCHOOL DISTRICT

By: [Signature]

Name: Anna Trunnell

Title: Superintendent

Date: 8/24/23



SUMMARY OF SERVICES

SANTA ROSA CITY SCHOOLS HIGH SCHOOL PRINCIPAL SEARCH

TOTAL FEE TO CONDUCT SEARCH: \$13,500 (all-inclusive)

This fee includes:

- All meetings with the Superintendent and/or designated staff as needed.
- Advertising the position in Leadership Associates' network of partners and through Leadership Associates' distribution list. Advertisement in EdCal both online and in print. Advertising on EdJoin will be facilitated and paid for by the District.
- Accepting applications and responding to all inquiries regarding the position.
- Recruiting candidates, reviewing all applications and conducting extensive reference and background checks.
- Presenting the applicants (in tiers according to those that best meet the position criteria) to the Superintendent and/or designee(s).
- Notifying candidates of the decision not to advance their application.
- Acting as an advisor to the Superintendent/designee(s) regarding the search.

Contract DUE BACK BY:	Jun 23, 2023
CM Contract #	4884
Date of Contract:	Jun 6, 2023

**Fax back to
Community Matters
707-823-3373**

**Contract
between**

Community Matters - A California Not For Profit Corporation

and Brook Hill Elementary School

P. O. Box 14816
 Santa Rosa, CA 95402
 PH: 707-823-6159 **FAX: 707-823-3373**
 Vendor ID #
 hereinafter referred to as "CM"

1850 Vallejo St.
 Santa Rosa CA 95404
 707-890-3915
 hereinafter referred to as "Client"

This Contract details the responsibilities of the above parties relative to the services listed below.

CM Will Deliver the services outlined below:

Service Code	Service Name and Description	Cost
SSAXE	Expansion Elem - Safe School Ambassadors Training & Support	\$7,200.00
	For: Brook Hill Elementary School Santa Rosa CA	
	On: September 18-19, 2023	
	Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults	
	Deliverables: 1) Provide 2 days of onsite training for 35-40 NEW Safe School Ambassadors and 5 - 7 adults (1 adult per 6 students), as described in SSA program literature. On Day 2, school may add up to 12 previously trained veteran Ambassadors and Program Adults. (1:6 adult to student ratio for each day)	
	2) Provide program materials for all training participants. Includes post training support for implementation of program.	
	3) Provide up to 2 hours of program implementation support by phone, web and email.	
	23 City of Santa Rosa CHOICE GRANT & Community Matters Matching Grant	-\$7200.00
Service Subtotal:		\$0.00

Contract DUE BACK BY:	Jun 23, 2023
CM Contract #	4884
Date of Contract:	Jun 6, 2023

Fax back to Community Matters 707-823-3373

Client Will fulfill the following obligations:

- Ensure a school or district employee will provide supervision at all times when the CONSULTANT has contact with pupils.
- Return this contract by 6/23/2023 to guarantee CM's availability for the Service(s) on the above date(s). Otherwise, all prior agreements may be voided.

Payment for Services: Client agrees to pay CM, in US funds, the following fees for delivery of the services outlined above:

Total Price:	\$7,200.00
Total Awards	-\$7,200.00

Rescheduling or Cancellation:

Once this contract is signed, if Client cancels or reschedules the service, Client will be held responsible for 50% of the regular price of the service. If Client cancels or reschedules within 2 weeks of the date of the service, Client will be held responsible for 100% of the regular price of the service.

Grant funded services: The Client, not the funder, will be held responsible for the above fees. The funder will be informed of any reschedule or cancellation requests. This could affect grant funding in subsequent years.

Grand Total: \$0.00

Upon receipt of signed contract or as specified herein, CM will invoice client for the items described above. Client agrees to pay such invoice(s) **in full upon receipt**.

Signatures

For Community Matters

LeeAnn Lichnovsky

LeeAnn Lichnovsky
Date: 6/8/2023

For Client

Signature: *[Signature]* Date: _____

Name: Lisa Cavitt Title: Associate Superintendent

Organization: Brook Hill Elementary School
Santa Rosa City Schools

Attachments

- CM Contract Terms
- Billing Information Sheet - please **complete** and **return** with this Contract
- Training Room Requirements - please give this to the person handling training logistics.
- Training Supplies, Equipment and Logistics - please give this to the person handling training logistics.
- Service Terms
- SSA TOT Participation Agreement
- Award Letter
- SSA Site License Agreement



Empowering Youth
Transforming Communities

Grant Application

Community Matters is fortunate to have generous partners that invest funding to support school and district efforts to create safe, welcoming and inclusive schools for all. Funding may be available in your area to support implementation of our evidence-based Safe School Ambassadors® (SSA) program and/or other eligible programs. To determine if your school qualifies for funding to support SSA or another Community Matters program, please complete and sign this Grant Application and Agreement:

Applicant Name: Brook Hill Elementary / Indy Monday Role: Principal
 Phone: 707-890-3915 Email: _____
 Principal Name: Indy Monday Email: Monday@srcls.k12ca.us
 School: Brook Hill ES District: SRCS
 City: Santa Rosa County: Sonoma State: CA Zip: 95404
 Grades of School: TK-4 # of students: 300 # of campus staff: 50

Check here if your school is on a year-round calendar

School Demographics: _____

This funding request is for the following program(s):

- Safe School Ambassadors® Program (requires completion of pages 3 and 4)
- Safe School Buddies
- Restorative Practices
- Waking Up Courage Assembly
- Other Program(s) _____

For a list of programs and services, including pricing, click here: <http://community-matters.org/programs-and-services>

Program cost: 7200
 *Amount school can pay: 0
 Total grant request: 7200

*It is highly recommended that the school make some type of investment toward the total cost of the program when possible.

Please share why this program is needed at your school; include any recent changes, challenges and concerns.

We are a title I school with a population of students that includes those who thrive w/ extra support and

Please list other student focused prevention, intervention, and SEL programs currently in place (i.e. PBIS, assemblies, mentoring, peer mediation, restorative practices etc.):

PBIS, MTSS Tier 1, MTSS Tier 2, full time Counselor, SBT, Restorative Specialist, school-wide assembly, big buddies

Signature and Agreement: By submitting this application, if funded, we commit to implementing the program(s) indicated in this grant application as designed and with fidelity to the best of our ability.

Signature: Indy Monday Title: Principal Date: 8/11/23

relationships
building
support w/ building

**Safe School Ambassadors® Program
Grant Applicant Agreement**

The following checklist is designed to ensure the best possible outcomes and results from the Safe School Ambassadors (SSA) Program. Please read and check the boxes below to indicate understanding and agreement.

Our School agrees to implement SSA Program with fidelity which includes the following:

Preparation: Recruiting/Selecting Students and Staff

- Nominate potential students representing all the various social/influential groups on campus.
- Conduct an orientation for the Ambassador nominees to describe the program and generate interest.
- Select a diverse group of students to be trained.
- Take 15 minutes at a staff meeting to explain the SSA Program, the role of the Program Advisor (PA) as well as the characteristics of an Ambassador.

Training Days

- Identify/reserve 2 full school days for the SSA Training (no early release or minimum days) that are back-to-back within the time period specified by the funder.
- Provide a 1:6 ratio of adults to students to attend the training.
- Secure substitute coverage (if applicable), supplies for training, and adequate room space (based on room configuration provided).

Post-Training: Program Implementation

Our school has the support of the principal & commitment of adult leaders to:

(check all that apply)

- Meet with Ambassadors for 30-45 minutes (weekly for the first 4 weeks after the training, and then every other week) during the school day.
- Meet with PA & Family Group Facilitators every other month, to connect and assess program.
- Conduct a minimum of two All-Ambassador meetings/events annually.
- Recognize and celebrate Ambassadors and SSA Adult Leaders at least once annually.

Program Assessment/Data Collection Agreement

Our school agrees to collect & submit data to measure the program/services, which includes:

- Program evaluations upon completion of training/service
- Measure and report Ambassador interventions through an annual or semiannual Action Snapshot Campaign or collection of Ambassador Action Logs
- Year-End Survey completion by both Ambassadors and SSA Program Leaders
- Submission of an Impact Letter of Support/Impact at the end of the school year.

Community Matters Partner Agreement

[Date]

To Whom It May Concern:

On behalf of **[Insert School Name]**, I express our intent to partner with Community Matters to implement the Safe School Ambassadors® program at our school. We are in agreement with the project goals, objectives and outcomes. In adhering to the grant guidelines, we agree to do the following to implement the Safe School Ambassadors Program with fidelity:

- Assign a Program Advisor for our school and recruit adults to attend the training and serve as year-round Family Group Facilitators;
- Provide a space for training on campus;
- Identify and select 30-40 socially influential students to participate in the program;
- Provide lunch for participants on the days of the training and cover the costs of substitutes should they be needed to cover for teachers who attend the training;
- Collect and submit data to measure program impact through the following methods:
 - Conduct at least one Action Snapshot Campaign that measures student interventions.
 - Completion of the Year-End Survey provided by Community matters to garner feedback from Ambassadors and program adults.
 - Submission of a Principal Letter of Impact at the end of the year.

We look forward to the opportunity to implement the Safe School Ambassadors program at our school and are excited about the positive impact it can make on the climate and culture of the school which can led to overall increased school performance.

If you have any questions or comments regarding our support of this project, please contact me at **[Add contact phone and e-mail here]**

Sincerely,

Name:

Title:



**COMMUNITY
MATTERS**

*Empowering Youth
Transforming Communities*

Fax or e-mail to Community Matters

To: Finance Dept. _____ **From:** _____

Fax: 707-823-3373 _____ **Phone: 707-823-6159** _____

Date: _____ **Re: Billing information** _____

Please fill in the following information and return by fax or e-mail.

School/District name: BROOK HILL ES/SRCS

What organization should be billed for this service?

Name n/a _____

Department _____

Address _____

City, State, Zip _____

Accounts Payable Email _____

Accounts Payable Contact _____

A/P Ph # _____ A/P Fax# _____

Do you use a purchase order or requisition to process invoices and payments?

- No n/a
- Yes – Please fax or email to Community Matters prior to service
- I have initiated a P.O.
- P.O.# has been issued # _____

Do you have any other special billing requirements or procedures?

If you have your own school/district contract/agreement or any other documents that need to be completed, please send to cmacct@community-matters.org

CONTRACT / SERVICE SITE TERMS for 2022-23 School Year

By signing the preceding page of the Community Matters (CM) Contract, Client further agrees to comply with the following Terms and Requirements. These Terms and Requirements also apply to all Recipient sites receiving services included in this Contract.

Program Commencement and Invoicing:

Program delivery commences upon receipt of the signed contract. Program delivery includes access to program materials, pre- and post-training coaching and technical assistance by Community Matters staff and the on-site or virtual training delivery. Invoices are sent upon receipt of the signed contract by Community Matters.

Rescheduling and Cancellation:

Once the contract is signed, if Client cancels or reschedules the service, Client will be held responsible for up to 50% of the regular price of the service. If Client cancels or reschedules within 2 weeks of the scheduled training dates, Client will be held responsible for up to 100% of the regular price of the service. Client is responsible for travel fees incurred up to the time of cancellation.

COVID-19: If the client is forced to cancel or reschedule due to last minute pandemic related changes in the school structure, Community Matters will work with the client to avoid or mitigate any cancellation or rescheduling fees.

Grant funded schools: *The client, not the funder, will be responsible for cancelation or postponement fees.*

Preparation Tasks:

Prior to scheduled training, CM provides designated staff at Recipient site(s) ("Program Advisor") with coaching and support directly related to planning, preparation & successful execution of the program. Proper preparation is critical and makes it possible for CM to provide our highest level of service and ensure success. This includes, but is not limited to, providing suitable working space(s), recruiting and preparing participants (as appropriate), providing supplies & equipment, and printing participant handouts provided by CM, unless noted otherwise.

If Client fails to complete or fulfill any of these requirements, CM may (at its sole discretion), at any point up to and including the first day of the training, postpone the training. In such a situation, Client agrees to pay CM the fees specified in Rescheduling or Cancellation above. *Client agrees that CM shall not be liable for costs or consequences beyond its control, including but not limited to COVID related issues, weather conditions, traffic or travel delays.*

Liability for Services:

Client agrees to indemnify, defend, and hold harmless CM from all claims, damages, or liabilities arising from the service(s), provided however that the foregoing indemnification and hold harmless shall not apply to any claims, damages, or liability arising solely from the negligence or willful misconduct of CM or its agents.

CM agrees to indemnify, defend, and hold harmless Client from all claims, damages, or liabilities arising from the service(s), provided however that the foregoing indemnification and hold harmless shall not apply to any claims, damages, or liability arising solely from the negligence or willful misconduct of Client or its agents.

Non-Disclosure of Program Materials & Training:

As required for delivery of service(s), CM will provide information and/or training materials for participants. Client acknowledges that said information and materials, and the training delivery and sequence, are the result of extensive research and effort expended by CM and that same are considered by CM to be proprietary and a trade secret. Client warrants that neither its employees, agents, nor participants in the service(s) will provide, duplicate, or recreate any portion of the materials or the training received, without the prior express written consent of CM, except as provided below.

SSA ONLY: *Program Advisors at Recipient sites are provided with program materials as part of the Safe School Ambassadors Program. CM hereby grants Recipient site a limited and non-exclusive license to use these materials at and only at the school site receiving the program. Materials are not to be copied for any person(s) who are not serving as Safe School Ambassadors, Family Group Facilitators, or Program Advisors.*

Recording: Any audio, photographic or video recording of the service(s) is expressly prohibited, except for public relations purposes; total length of recorded segments may not exceed 15 minutes without prior written permission from CM.

Youth Training Supplies, Equipment and Room Configuration

Provide this list to the person making logistical arrangements for the Youth Training.

To ensure a successful training, please make the following arrangements. If you have any questions about any of these requirements, please contact Community Matters.

1. Printed Materials – available in Program Tools/Program Guides & Handbooks

- Adult Sign-in sheet – one copy per training
- Student Guidebook – one copy per student AND adult
- Adult Guidebook – one copy per adult

2. Supplies

- 2 flipchart easels and 2 pads of flipchart paper (at least 25 total sheets of blank chart paper.)
- 12+ multi-colored markers
- 1 roll of masking or blue tape
- Name tags for each participant
- Approximately 25 sheets of scratch paper
- 6 pads of 3" x 3" post-it notes
- Writing instruments for students (sharpened pencils for elementary students OR pens for middle/high students)
- Safe School Ambassadors (SSA) Elementary School Training only:**
Backpack or bag with several heavy/dense objects (i.e. large books) to simulate the impact of mistreatment

3. Audio/Visual Equipment

- Voice amplification for Trainer (lapel microphone preferred)
- Audio Visual equipment such as **LCD Projector OR DVD player & monitor (TV)** with working remote and speakers or sound system.
* Trainer will connect with you to ensure compatibility of equipment

4. Food and Beverages

We recommend that you provide the following on each day:

- a. Morning snack
- b. Lunch
- c. Light snack for afternoon break
- d. Water throughout training

Since the training is so compressed, break time is limited. Therefore, if these items are not to be provided and students must bring and/or buy their own food and beverages, please note that we only have time for the following breaks:

- morning: 10 minutes
- noon/lunch: 30 minutes
- afternoon: 5 minutes

Youth Training Room Requirements and Configuration

1. Location:

- Conveniently located and accessible to participants
- Isolated from external distractions
- Larger than a regular classroom to accommodate group activities

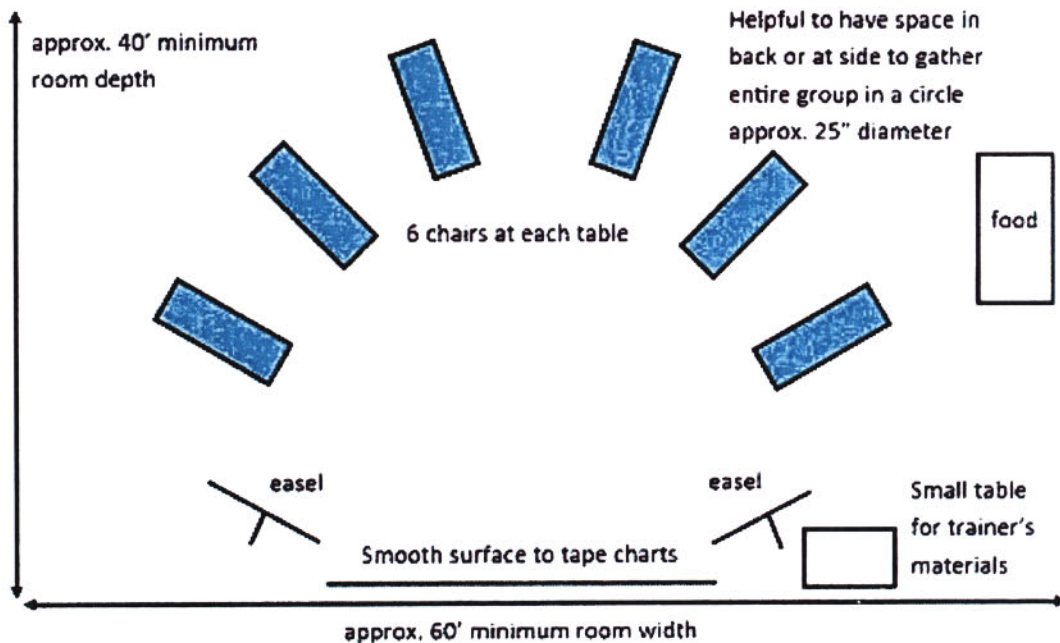
2. Room Requirements:

- Acoustics. Students need to be able to hear their peers doing role-plays, therefore a large gymnasium will not work. Carpeting is a big plus!
- Tables. 6-8 movable tables (6' rectangular or 4' rounds) we will do much of the work in small groups of 6-8 people.
- Chairs. Movable (not attached to the tables) and comfortable (ideally cushioned).
- Lights. Dimmable for video showing.
- Access. Trainer will need to access the room one hour prior to the start of the training and 30 minutes after the training.

3. Additional Room Preferences:

- In room temperature control
- Access to outside space
- Same room/space each day and the ability to leave materials overnight

4. Room Configuration: The following diagram is an example of a typical room layout



QUOTE-P62029

Notable, Inc (Kami)

8605 Santa Monica Blvd, PMB 57387

West Hollywood, CA 90069-4109 U.S.

Phone: +1 (650) 395-8986 Email: sales@kamiapp.com

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

Quote Issued Date: 08/28/2023

Quote Expiry Date: 09/30/2023

School Year: SY 2023-2024

Ship To: Santa Rosa City Schools (CA) District

Contact Person: Linda Kastanis

Email: lkastanis@srcs.k12.ca.us

Kami Contact: Will Oborn

Email: will.oborn@kamiapp.com

Item & Description	Unit	Price Per Unit	Amount
District Plan	7500	\$2.7	\$20,250
Includes unlimited Professional Development (PD) with an experienced teacher and Kami expert.			
License Key: 5625-8734-9013			
Start Date: 07/30/2023 End Date: 07/30/2024			
			Subtotal (without Sales Tax): \$20,250
			+ Sales Tax: \$0
			Total: \$20,250

All amounts are in USD.

Step 1: Submit a purchase order with the link below.

<https://kami.app/form/po-form>

Step 2: Then receive an invoice & license from us within 2 business days.

Payment methods below will be provided on your invoice.

1. Our bank account details
2. Credit card payment option (extra 3% transaction fee)
3. Paper check mailing address (available to U.S. customers only)

By submitting a purchase order, you are agreeing to the Kami Terms of Service found at kamiapp.com/terms-of-service, the terms and conditions of which are hereby expressly incorporated herein by reference.



Notable Inc.
8605 Santa Monica Blvd, PMB 57387
West Hollywood, CA 90069-4109

This agreement between **Notable Inc** (“we” or “Kami”),
and
Santa Rosa City Schools of California (“you” or “Customer”)
Is executed this July 1, 2023 (“Execution Date”),
for the 2023-2024 School Year

Terms of Service

Thanks for using Kami. These terms of service (“Terms”) outline your use and access to the services, client software, and websites (“Services”) provided by Kami Limited. Our [Privacy Policy](#) explains how we collect and use your information, while our [Acceptable Use Policy](#) outlines your responsibilities when using our Services. By using our Services, you’re agreeing to be bound by these Terms and to review Kami’s Privacy and Acceptable Use policies. If you’re using our Services for an organization or institution, you’re agreeing to these Terms on behalf of that organization.

Effective: May 5th, 2021

Your License to use our Services

Subject to the terms and conditions of this Agreement and any agreement entered into by your organization relating to the Services, Kami grants you a limited, non-exclusive, non-transferable, license to access and use the Services. You shall not

- (a) copy the Services or any part, feature, function, or user interface thereof
- (b) use the Services to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of third-party privacy rights
- (c) attempt to gain unauthorized access to the Services or its related systems or networks; and
- (d) reverse engineer the Services (to the extent such restriction is permitted by law).

Privacy

Kami’s current Privacy Policy (located at www.kamiapp.com/privacy-policy) is incorporated herein by reference and made part of this Agreement. You understand that through your use of

our Services, you consent to the collection and use (as set forth in this Agreement, the Privacy Policy, and any agreement entered into by your institution relating to the Services) of your information for hosting, processing, and use by Kami.

GDPR

These Service Terms incorporate the Kami GDPR Data Processing Agreement (“DPA”), when the GDPR applies to your use of the Kami Services to process User Data (as defined in the DPA). The DPA is effective as of 25 May 2018, relies on EU Standard Contractual Clauses (also called the SCCs or the EU Model Clauses) published by the European Commission and replaces and supersedes any previously agreed data processing addendum between you and Kami relating to the Directive 95/46/EC.

Your Files & Your Permissions

When you use our Services, you provide us with your files (“Your Files”). Your Files are yours. These Terms don’t give us any rights to Your Files except for the limited rights that enable us to offer the Services.

We need your permission to do things, like hosting Your Files, backing it up, and sharing it when you ask us to. Our Services also provide you with features like thumbnails, document previews, sorting, editing, sharing, and searching. These and other features may require our systems to access, store, and scan Your Files. You give us permission to do those things, and this permission extends to trusted third parties we work with. Refer to our Privacy Policy for a list of these 3rd party cloud providers and details of how your data is protected.

Sharing Your Files

Our Services let you share Your Files with others, so please think carefully about what you share.

Your Responsibilities

You’re responsible for your conduct, Your Files and you must comply with our Acceptable Use Policy. Content in the Services may be protected by others’ intellectual property rights. Please don’t copy, upload, download, or share content unless you have the right to do so.

We may review your conduct and content for compliance with these Terms and our Acceptable Use Policy. With that said, we have no obligation to do so. We aren’t responsible for the content people post and share via the Services.

Please safeguard your password to the Services, make sure that others don’t have access to it, and keep your account information current.

Finally, by using our Services, you are representing to us that you're over 13 years of age, OR have been granted approved access to our Services by your school or parents.

Software

Some of our Services allow you to download client software ("Software") which may update automatically. So long as you comply with these Terms, we give you a limited, non-exclusive, non-transferable, revocable license to use the Software, solely to access the Services. To the extent any component of the Software may be offered under an open-source license, we'll make that license available to you and the provisions of that license may expressly override some of these Terms. Unless the following restrictions are prohibited by law, you agree not to reverse engineer or decompile the Services, attempt to do so, or assist anyone in doing so.

Kami Library

As part of the Services, we make available resources, such as templates, activities and other content, for use by teachers ("Templates"). If you are a teacher you may access and download Templates from our website and use our Templates for educational purposes (including sharing them on social media). However, you must not distribute or resell our Templates or otherwise use them for commercial purposes. The disclaimers and limitations set out elsewhere in these Terms apply to our Templates.

Our Files

The Services are protected by copyright, trademark, and other laws. These Terms don't grant you any right, title or interest in the Services, others' content in the Services, Kami trademarks, logos and other brand features. We welcome feedback, but note that we may use comments or suggestions without any obligation to you.

Copyright

We respect the intellectual property of others and ask that you do too. We respond to notices of alleged copyright infringement if they comply with the law. We reserve the right to delete or disable content alleged to be infringing and terminate accounts of repeat infringers. Our designated agent for notice of alleged copyright infringement on the Services is:

Copyright Agent
Kami Limited
Level 3, 125 St Georges Bay Road
Auckland 1052
New Zealand

copyright@kamiapp.com

Paid Accounts

Billing

You can add paid features to your account (turning your account into a “Premium Account”). We'll automatically bill you from the date you convert to a Premium Account and on each periodic renewal until you cancel. You're responsible for all applicable taxes, and we'll charge tax when required to do so.

Downgrades

Your Premium Account will remain in effect until it's canceled by you or terminated by Kami under these Terms. If you don't pay for your Premium Account on time, we reserve the right to suspend it or downgrade your access to Kami tools that are only available to Premium Accounts.

Changes

Kami may change the fees in effect but will give you notice of these changes at least seven working days prior via private message to the email address associated with your account.

Using Kami for Business

If you join a “Kami for Business” account, you must use it in compliance with your employer's terms and policies. Please note that Kami for Business accounts are subject to your employer's control. Your administrators may be able to access, disclose, restrict, or remove information in or from your Kami for Business account. They may also be able to restrict or terminate your access to a Kami for Business account. If you convert an existing Kami account into a Kami for Business account, your administrators may prevent you from later disassociating your account from the Kami for Business account.

Termination of Services

You have the choice to stop using our Services at any time. We reserve the right to suspend or end the Services at any time at our discretion and without notice, if you are not complying with Kami's Terms of Services, or use the Services in a manner that would cause us legal liability, disrupt the Services or disrupt others' use of the Services. Except for paid accounts, we reserve the right to terminate and delete your account if you haven't accessed our Services for 12 consecutive months. We'll provide you with notice via the email address associated with your account before we do so.

Services “AS IS”

We strive to provide great Services, but there are certain things that we can't guarantee. To the fullest extent permitted by law, Kami, its affiliates, suppliers, and distributors make no warranties, either express or implied, about the services. The services are provided “AS IS” we also disclaim any warranties of merchantability, fitness for a particular purpose and non-infringement. Some states don't allow the disclaimers in this paragraph, so they may not apply to you.

Indemnification

To the fullest extent permitted by law, You agree to indemnify, defend and hold harmless Kami and Kami's officers, directors, employees, agents, and representatives, from and against any and all claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from your breach of this Agreement or your use of the Products (except for any gross negligence on the part of Kami).

Limitation of Liability

To the fullest extent permitted by law, in no event will Kami, its affiliates, suppliers or distributors be liable for;

(a) any indirect, special, incidental, punitive, exemplary or consequential damages or any loss of use, data, business, or profits, regardless of legal theory, whether or not Kami has been warned of the possibility of such damages, and even if a remedy fails of its essential purpose, and

(b) the aggregate liability for all claims relating to the services more than the greater of \$20 or the amounts paid by you to Kami for the past 12 months of the services in question. Some states don't allow the types of limitations in this paragraph, so they may not apply to you.

Digital Millennium Copyright Act Notice

We respect the intellectual property rights of others and require that the people who use the Products do the same. We may terminate the use privileges of users who are repeat infringers of intellectual property rights. Accordingly, you may not store any material or content on, or disseminate any material or content over, the Products in any manner that constitutes an infringement of third party intellectual property rights, including rights granted by U.S. copyright law. Owners of copyrighted works who believe that their rights under U.S. copyright law have been infringed may take advantage of certain provisions of the Digital Millennium Copyright Act of 1998 (the "DMCA") to report alleged infringements.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please forward the following information (or any statement in conformance with the DMCA) to us at support@kamiapp.com:

Your name, address, telephone number, and email address;

A description of the copyrighted work that you claim has been infringed;

A description of the allegedly infringing material and information reasonably sufficient to permit us to locate the material;

A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;

An electronic or physical signature of the person authorized to act on behalf of the owner of the copyright that is allegedly infringed; and

A statement by you that the above information in your notice is accurate and, under penalty of perjury, that you are the copyright owner or authorized to act on the copyright owner's behalf.

Resolving Disputes

Let's Try To Sort Things Out First – We want to address your concerns without needing a formal legal case. Before filing a claim against Kami, you agree to try to resolve the dispute informally by contacting dispute-notice@kamiapp.com. We'll try to resolve the dispute informally by contacting you via email. If a dispute is not resolved within 15 days of submission, you or Kami may bring a formal proceeding.

We Both Agree To Arbitrate – You and Kami agree to resolve any claims relating to these Terms or the Services through final and binding arbitration, except as set forth under Exceptions to Agreement to Arbitrate below.

Opt-out of Agreement to Arbitrate –You can decline this agreement to arbitrate by clicking [here](#) and submitting the opt-out form within 30 days of first accepting these Terms.

Arbitration Procedures – The arbitration will be held in New Zealand, or any other location we agree to.

Exceptions to Agreement to Arbitrate – Either you or Kami may assert claims, if they qualify, in small claims court in New Zealand. Either party may bring a lawsuit solely for injunctive relief to stop unauthorized use or abuse of the Services or intellectual property infringement (for example, trademark, trade secret, copyright, or patent rights) without first engaging in arbitration or the informal dispute-resolution process described above.

Judicial forum for disputes – In the event that the agreement to arbitrate is found not to apply to you or your claim, you and Kami agree that any judicial proceeding (other than small claims actions) will be brought in the courts of New Zealand. Both you and Kami consent to the venue and personal jurisdiction there.

Force Majeure

Kami shall not be liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial disputes of whatever nature, acts of nature, computer crimes, epidemics, acts or omissions of third party vendors or suppliers, equipment failures, public enemies of government, failure of telecommunications, system malfunctions, fire, or other casualty.

Waiver, Assignment, and Severability

A waiver by Kami of any default or breach by you of any provision contained in this Agreement does not constitute a waiver of any subsequent default or breach of the same or any other provision of this Agreement. If any part of this Agreement shall be held invalid, illegal, in conflict with any law, or otherwise unenforceable by a court of competent jurisdiction, the remainder of this Agreement will nevertheless remain in full force and effect. You may not assign any of your rights under these Terms, and any such attempt will be void. Kami may assign its rights to any of its affiliates or subsidiaries, or to any successor in interest of any business associated with the Services.

No Third Party Beneficiaries

The parties do not intend to confer any right or remedy on any third party.

Controlling Law

These Terms will be governed by New Zealand law except for its conflicts of laws principles.

Entire Agreement

These Terms constitute the entire agreement between you and Kami with respect to the subject matter of these Terms and supersede and replace any other prior or contemporaneous agreements, or terms and conditions applicable to the subject matter of these Terms.

Modifications

We may revise these Terms from time to time, and will always post the most current version on our website. If a revision meaningfully reduces your rights, we will notify you (by, for example, sending a message to the email address associated with your account, posting on our blog, or on this page). By continuing to use or access the Services after the revisions come into effect, you agree to be bound by the revised Terms.

Contact

Have questions or concerns about Kami or our Services? Contact us at support@kamiapp.com

Kami is:

Notable Inc in the USA
8605 Santa Monica Blvd PMB 57387
West Hollywood, California 90069-4109 US

Signatures

Notable Inc. (Kami DBA)

Customer



Signed

Signed

Will Oborn

Name

Name

Key Account Manager

Title

Title

Aug. 28th, 2023

Date

Date



EMBRACE • ENGAGE • EMPOWER

**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as “DISTRICT”, OR “BOARD” and Sonoma State University, hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____

Funding Category: Base Supplemental Concentration
 Restricted: _____ X Other: CTC Residency Grant

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

Contract is: X New Renewal Addendum Amendment

Number of Individuals Served: _____

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

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

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

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

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:

District will serve as Lead LEA for the North Bay STEM Teacher Residency Implementation Program funded by a CTC grant from 23-24 to 25-26 school year, including management and distribution of funds to sub-awardees.

District will collaborate with Petaluma City Schools and Sonoma State University faculty to further develop and implement a teacher residency program that prepares and retains highly qualified teachers in STEM.

District will help plan professional development and collaboration opportunities for residents and mentors.

District will participate in regularly scheduled planning meetings.

District will report data as required to the funder, California Commission on Teacher Credentialing

(b) CONTRACTOR's Responsibilities and Duties:

Sonoma State University staff and faculty will collaborate with Santa Rosa City Schools and Petaluma City Schools to further develop and implement a teacher residency program that prepares and retains highly qualified teachers in STEM.

Sonoma State University faculty will help plan professional development and collaboration opportunities for residents and mentors including a summer institute.

Sonoma State University staff and faculty will participate in regularly scheduled planning meetings.

Sonoma State will support the recruitment of mentors within SRCS to work with SSU teacher residents.

Sonoma State will support the recruitment of teacher residents in the STEM field and help with matching them to a school site & mentor.

Sonoma State will provide required data to SRCS for reports to CTC.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2023, and will continue through June 30, 2026, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One Hundred Thirteen Thousand Fifty-Two Dollars (\$113,052). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Sonoma State will submit invoices to District not more often than quarterly. District will pay Sonoma State within 30 days upon receipt of invoice not to exceed the following amount in Year 1: \$37,684. Year 2: 37,684 Year 3: \$37,684, Total \$113,052. Match/cost share must also be recorded per the budget.

Budget - Exhibit A

Teacher Residency Implementation Grant Agreement – Exhibit B

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?):

Sonoma State University staff and faculty, in collaboration with Santa Rosa City Schools and Petaluma City Schools will execute the planned implementation grant activities as outlined in the Teacher Residency Implementation Grant, including the following:

Sonoma State University staff and faculty, in collaboration with Santa Rosa City Schools and Petaluma City Schools will execute the planned capacity building activities as outlined in the Teacher Residency Implementation Grant including the following:

District Acting Liaisons: Sonoma State University staff and faculty, in collaboration with Santa Rosa City Schools and Petaluma City Schools will play an important role in the success of the NBTRP. The primary expectation is to act as a liaison between the Districts and the university partner, provide co-teaching support, and to be an active part of the implementation and logistics of the Program.

Leadership: Sonoma State University staff and faculty, in collaboration with Santa Rosa City Schools and Petaluma City Schools will attend and be an active part of the decision making process at all Program meetings.

District Professional Development: Sonoma State University will work with PCS Director of Human Resources and SRCS Director of Educational Services in partnership with the Program leadership informing them of district professional development in which Residents can participate. SSU will support and coordinate professional learning experiences (learning walks, residency forums, lesson debriefings, etc).

Recruitment of Mentor Teachers: SSU staff and faculty will support the districts in recruiting and jointly selecting qualified Mentor Teachers to support the Residents' year-long clinical placements. The Mentor Teachers must meet the minimum requirements from the CTC and the Mentors must meet the CTC/ University requirements for a diverse school setting.

Recruitment of Residents: SSU staff and faculty agree to participate in the recruitment and joint selection process of the Resident Teachers.

Employment Following Program Completion: Residents who satisfactorily complete the program, will be offered a position depending on District hiring needs. If the District does offer a teaching position, the Resident is required to teach for the District for a minimum of 4 years.

Each district will provide access to facilities that will be used to conduct meetings and professional development sessions at no cost.

Technological Support & Office Equipment Use: The District commits to provide technology support for

up to 9 Residents for educational purposes in the form of email addresses and Wi- Fi access, as well as allow Residents use of computers, classroom printers, and copy machines. per District policies.

Data Share: District will supply the University program researchers and evaluators with data for English language proficiency designation, results of standardized tests, student demographics and student attendance. All research and data sharing will be coordinated through the University's Institutional Review Board (IRB).

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
	Priority 5- Equity and Excellence
X	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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:

Sonoma State University
1801 East Cotati Avenue
Rohnert Park, CA 94928
(707) 664-3972
orsp@sonoma.edu

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

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

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

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

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

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

DISTRICT

Signature: _____

mmartin@srcs.k12.ca.us
707-890-3800 x80201

AUTHORIZED SIGNER or CONTRACTOR

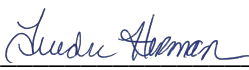
Signature:  _____
Trudee Herman
Contract Specialist
trudee.herman@sonoma.edu
(707) 664-3239

EXHIBIT A

Sonoma State University		Click here for template info.					
Principal Investigator:		Rajeev Virmani					
Project Title:		NBSTEM					
Sponsor:		Santa Rosa City Schools (California Commission on Teacher Credentialing)					
Year 1		Start Date:		7/1/2023	End Date:		6/30/2024
Category	Description	Quantity or Base	Unit	Price or Rate	Total		
Personnel							
Faculty							
	Rajeev Virmani	Additional Employment - Faculty Seminars	2.00 Days	553.59	1,107		
	Edward Lyon	Additional Employment - Faculty Seminars	2.00 Days	570.14	1,140		
	Suzanne O'Keeffe	Additional Employment - Faculty Seminars	2.00 Days	549.46	1,099		
	Lisel Murdock-Perriera	Additional Employment - Faculty Seminars	2.00 Days	491.01	982		
	Jeong Lim Chae	Additional Employment - SSU Supervisor	2.00 Days	415.06	830		
	Jacqueline Guilford	Additional Employment - SSU Supervisor	2.00 Days	425.51	851		
Staff							
	TBD	Admin Support - .083 FTE	1.00 Months	4,500.00	4,500		
Students							
	Graduate				-		
	Undergraduate				-		
	Bridge				-		
Total Personnel					\$	10,510	
Fringe Benefits and Risk							
Faculty							
	Rajeev Virmani	Additional/Special Consi	2	1,107.18	4.75%	53	
	Edward Lyon	Additional/Special Consi	2	1,140.28	4.75%	54	
	Suzanne O'Keeffe	Additional/Special Consi	2	1,098.92	4.75%	52	
	Lisel Murdock-Perriera	Additional/Special Consi	2	982.02	4.75%	47	
	Jeong Lim Chae	Additional/Special Consi	2	830.12	4.75%	39	
	Jacqueline Guilford	Additional/Special Consi	2	851.01	4.75%	40	
Staff							
	TBD	Salaried	100.00%	4,500.00	61.30%	2,759	
	-	Salaried	100.00%	-	61.30%	-	
	-	Salaried	100.00%	-	61.30%	-	
	-	Salaried	100.00%	-	61.30%	-	
Students							
	Graduate	Student/Grad	100.00%	-	3.30%	-	
	Undergraduate	Student/Grad	100.00%	-	3.30%	-	
	Bridge	Bridge	200.00%	-	4.75%	-	
Total Fringe					\$	3,044	
Total SWFB					\$	13,553	
Equipment							
	Computer Use				-		
	Equipment Rental				-		
	Equipment > \$5000				-		
	Non-Cap Equipment < \$5000				-		
Travel							
	Mileage				-		
	Reimbursable Travel				-		
	Training & Conference Reg				-		
	Travel In State	STEM Conference	17.00 Residents	775.00	13,175		
	Travel In State				-		
Services and Incentives							
	Subawards				-		
	Contractual Services				-		
	Non-Contractual Services				-		
	Participant Stipends				-		
	Professional Services				-		
	Tuition & Fees				-		
Materials and Supplies							
	Expenses Other	Program Administration - 5% total project	1.00	7,084.00	7,084		
	Supplies				-		
	Instructional Materials	Professional Learning Opportunities for Mentors & Residents	17.00	227.71	3,871		
Other							
	Postage & Courier				-		
	Printing and Copying				-		
	Records Searches				-		
	Repairs and Maintenance				-		
	Subscriptions				-		
	Telephone Usage				-		
Catering							
					-		
Total Direct Costs					\$	37,684	
Excluded Direct Costs							
					-		
					-		
					-		
Total Direct Costs (that can be charged IDC)					\$	37,684	
Indirect Costs (IDC)		SELECT ONE		0	\$	-	
TOTAL PROJECT COSTS					\$	37,684	

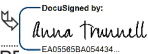
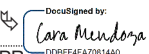
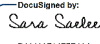
Match / Cost Share

Year	Description	Total	
1	SSU STEP - \$1,500 per resident	25,500.00	Actual Matching Funds Amount
2	SSU STEP - \$1,500 per resident	25,500.00	Actual Matching Funds Amount
3	SSU STEP - \$1,500 per resident	25,500.00	Actual Matching Funds Amount
	Project Total Match:	76,500.00	

EXHIBIT B

Grant Number: 2021TRI18

**GRANT AGREEMENT
COMMISSION ON TEACHER CREDENTIALING**

GRANTEE LEA NAME & GRANT NUMBER	Santa Rosa City Schools 2021TRI18			
PROJECT TITLE	Teacher Residency Implementation Grant			
PERFORMANCE PERIOD	December 1 st , 2022	through	June 30 th , 2026	
Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.				
PROJECT DESCRIPTION				
<p><i>Santa Rosa City Schools</i> is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to implement or expand current residency programs. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the local education agency (LEA) and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.</p> <p>Project is to be carried out in conformance with the Task List and Timeline attached as Exhibit A and the Budget attached as Exhibit B, (hereinafter both exhibits will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p>				
ANNUAL GRANT AMOUNT NOT TO EXCEED	\$425,000.00			
The General and Special Provisions attached are made a part of and incorporated into the Agreement.				
Santa Rosa City Schools	Commission on Teacher Credentialing			
211 Ridgeway Ave. Santa Rosa, CA 95401	1900 Capitol Ave. Sacramento, CA 95811			
BY (AUTHORIZED SIGNATURE):	BY (AUTHORIZED SIGNATURE):			
 EAD556B8A054434	 DDBFF4FAT081440			
PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE: Kelly Dillon, Executive Director	PRINTED NAME AND TITLE OF PERSON SIGNING: Cara Mendoza, Ed.D., Administrator			
DATE SIGNED: Jan 19, 2023	DATE SIGNED: Mar 9, 2023			
CERTIFICATION OF FUNDING (FOR STATE USE ONLY)				
GRANT NUMBER 2021TRI18	General Fund (0001) Proposition 98	ENY 2020	ACCOUNT 5432000	RPTG STRUCTURE 63602010
ANNUAL GRANT AMOUNT \$425,000.00	ITEM 6360-603-0001	CHAPTER/ STATUTE 44/21	PROGRAM 5397	FISCAL YEAR 2022-23
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance				
SIGNATURE OF ACCOUNTING OFFICER		DATE		
 D1141A714E7E4AA		Mar 9, 2023		

Grant Number: 2021TRI18

**GRANT AGREEMENT
COMMISSION ON TEACHER CREDENTIALING**

TERMS AND CONDITIONS OF GRANT

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

General Provisions

A. Definitions

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with [Education Code 44415.5](#).
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program.
6. The term "Program" means the California Teacher Residency Implementation Grant Program.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Teacher Residency Implementation Grant Program" is a state grant program authorized under the provisions of EC [§44415](#) and [§44415.5](#) that provides funding for

Grant Number: 2021TRI18

the development of teacher residency programs.

12. The term “Work Plan” means the residency pathway planning activities described in the LEA’s application and budget herein attached as exhibits A and B, and as approved by the State.

B. Project Execution

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes.
3. Grantees will be expected to make appropriate yearly progress in implementing their expanded residency model, resulting in an increase in the number of teacher resident candidates and according to the operational plan provided in the funded application. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
5. The Teacher Residency Implementation grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Teacher Residency grant funding, the grantee may continue to operate their Teacher Residency Implementation Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

C. Project Costs

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an annual sum of money (Annual Grant Amount) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

Grant Number: 2021TRI18

The Grant Amount to be provided to the Grantee, under this Agreement, may be disbursed as follows:

1. Upon approval of the application, the first payment will be 90 percent (90%) of the total annual budget amount projected for the first year of resident enrollment.
2. The second payment will be 10 percent (10%) of the total annual budget amount projected for the first year of resident enrollment. The second payment will be provided to grantees after the program has completed its activities and submitted required annual reports to the Commission.
3. Subsequent Annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected enrollment numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.
4. Annual payments will not be released until the completed annual report from the previous fiscal year has been approved by Commission staff.

D. Allowable Activities and Use of Funds

1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with \$350 million for the Teacher Residency Grant Program, with up to \$325 million allocated to expansion and implementation grants that shall not exceed \$25,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient. Per statute, the grant funds must be matched by the grantee LEA or consortium on an eighty cents (\$.80) to one dollar (\$1) basis. Matching funds may be actual dollars or in-kind services. Funding is available through June 30, 2026.
2. Sample activities that can be funded through the Teacher Residency Implementation Grants include but are not limited to implementing or expanding an existing LEA-IHE collaborative teacher residency to include any or all of the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

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E. Payment Documentation

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.
2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

F. Project Administration

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

G. Project Termination

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.

Grant Number: 2021TRI18

5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

H. Financial Records

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

I. Audit

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

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2021-22 Budget Act Legislation

Section 45:

Section 44415.5 is added to the Education Code, to read:

44415.5.

(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

(1) “Experienced mentor teacher” means an educator who meets all the following requirements:

(A) Has at least three years of teaching experience and holds a clear credential in the subject in which the mentor teacher will be mentoring.

(B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.

(C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.

(D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) “Teacher residency program” is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars (\$350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(c) (1) The commission shall make one-time grants to grant applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support either of the following:

(A) Designated shortage fields, including special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, and any other fields identified by the commission based on an annual analysis of hiring and vacancy data.

(B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community’s diversity.

(2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.

(3) A grant applicant may consist of one or more, or any combination, of the following:

(A) A school district.

(B) A county office of education.

Grant Number: 2021TRI18

(C) A charter school.

(D) A regional occupational center or program operated by a joint powers authority or a county office of education.

(d) Grants allocated pursuant to subdivision (c) shall be up to twenty-five thousand dollars (\$25,000)

per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:

- (1) Teacher preparation costs.
- (2) Stipends for mentor teachers, including, but not limited to, housing stipends.
- (3) Residency program staff costs.
- (4) Mentoring and beginning teacher induction costs following initial preparation.

(e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.

(f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:

- (1) Eighty cents (\$0.80) for every one dollar (\$1) of grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).
- (2) An in-kind match of program director personnel costs, mentor teacher personnel costs, or other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.

(g) Grant recipients shall do all of the following:

- (1) Ensure that candidates are prepared to earn a preliminary teaching credential that will authorize the candidate to teach either in a designated shortage field or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) upon completion of the program.
- (2) Ensure that candidates are provided instruction in all of the following:
 - (A) Teaching the content area or areas in which the teacher will become certified to teach.
 - (B) Planning, curriculum development, and assessment.
 - (C) Learning and child development.
 - (D) Management of the classroom environment.
 - (E) Use of culturally responsive practices, supports for language development, and supports for serving pupils with disabilities.
 - (F) Professional responsibilities, including interaction with families and colleagues.
- (3) Provide each candidate mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.
- (4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.
- (5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work

Grant Number: 2021TRI18

environment.

(h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.

(i) When selecting grant recipients, the commission shall do both of the following:

(1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and

to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.

(2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:

(A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.

(B) A school that is located in either a rural location or a densely populated region.

(j) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential. A candidate who fails to earn a preliminary credential or complete the period of the placement shall reimburse the sponsoring grant recipient the amount of grant funding invested in the candidate's residency training. The amount to be reimbursed shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient. A candidate shall have five school years to complete the four-school-year teaching commitment.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

(1) The candidate has completed at least one-half of the school year.

(2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.

(3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.

(4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2061 et seq.) or similar state law.

(5) The candidate was called or ordered to active duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.

(l) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:

Grant Number: 2021TRI18

- (1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.
- (2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.
- (3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).

(m) If the commission determines or is informed that a sponsored candidate failed to earn a preliminary credential or meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the candidate and the grant recipient. The amount to be recovered shall be adjusted proportionately to reflect the service provided

if the candidate taught at least one year, but less than four years, at the sponsoring grant recipient.

(n) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (m), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

(o) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (n) shall be deposited into the Proposition 98 Reversion Account.

(p) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential or complete the period of placement the amount of grant funding invested in the candidate's residency training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a school within the jurisdiction of the sponsoring grant recipient.

(q) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.

(r) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars (\$25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs that lead to more credentialed teachers to teach either in shortage fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c).

Grant Number: 2021TRI18

(2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.

(B) Individual capacity grants shall not exceed two hundred fifty thousand dollars (\$250,000) per grant recipient.

(s) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be “General Fund revenues

appropriated for school districts,” as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the “total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B,” as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

SEC. 46.

Section 44417.5 is added to the Education Code, to read:

44417.5.

The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) of Section 44415.5, and provide a report to the Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before December 1, 2027.

Grant Number: 2021TRI18

Exhibit A

Task List and Timeline

NBSTEM's target number of STEM residents, with an emphasis on biliterate teachers, is 17 per year for 3 years, for a total of 51 residents, starting at the beginning of the 2023-24 academic year in August 2023. The 51 candidates targeted for participation in the TRP will be those in the SSU single subject program in math or science. Priority will be given to candidates who reside in the geographic area served by the LEA where they would be placed.

As part of the NBSTEM's funded TRP Capacity Grant, the partners created a Resident Recruitment Team to oversee the recruitment and selection of qualified candidates to participate in the TRP. Members of this team include the following: SSU Residency Partnership Program Director (Residency Director); the two LEA Residency Coordinators; SSU STEM Faculty Liaison; SSU Biliteracy STEM Integration Coordinator & STEP Center Co-Director; HR Directors from the two LEAs; SSU recruiter from Student Affairs; SSU Career Services staff; SSU Mathematics, Engineering, Science Achievement (MESA) staff; and recruiters from the two LEAs who are staff members familiar/experienced with the Residency Program. In a joint effort between the LEAs and SSU to find candidates to participate in the TRP, the Resident Recruitment Team is already implementing a highly selective recruitment process. The recruitment effort aims to attract teacher candidates with deep content knowledge and a commitment to teaching in the high need areas identified above. Initial recruitment planning occurred May-June 2022 and will be repeated annually throughout the grant period to coincide with application deadlines. Active recruitment for the first cohort of residents to be placed in the 2023-24 academic year will start in November 2022 and will continue through April 2023.

Active recruitment for all subsequent cohorts will be conducted from November through April prior to being placed in their teaching schools in August throughout the grant period. The LEAs and SSU will build on existing *Grow Your Own* pathways in which candidates are recruited from the community to teach in the residency schools. In particular, SRCS and PCS are looking to their current teacher pool of promising substitute teachers and classified staff and are encouraging applicants to apply to the TRP. Both LEAs will conduct recruitment events each year in early spring for classified staff. All applicants to SSU's teacher credentialing program will receive an application to NBSTEM. In addition, SSU will recruit candidates through multiple recruitment events targeting SSU undergraduate students enrolled in pre-credential coursework and teacher prep pathway majors in STEM, the new Education minor, Chicano and Latinx Studies, Spanish, and Liberal Studies. These students will receive emails about the TRP and will be notified about the TRP opportunities via their academic advisors. The STEP Center has a dedicated program and recruitment coordinator, and an undergraduate recruitment liaison and MESA Director who communicate through newsletters, email, social media, academic advisors, and websites. SSU will also recruit candidates at its annual teacher conference.

Grant Number: 2021TRI18

The project partners are currently creating a TRP application that describes the benefits of the program and provides an opportunity for candidates to identify their qualifications, experience, and interest in serving as a resident in the two LEAs. By November 2022, the project partners will complete the candidate interview questions and rubric for scoring the applications. Screening of applicants will be conducted each February, with candidates undergoing a rigorous interview process each March, followed by selection and placement each April-May. The Resident Recruitment Team will place high value on recruiting diverse teacher candidates, especially teachers who are multilingual, value diversity, and are familiar with the LEA contexts. The team will also consider each candidate's GPA, transcript, and results of their California Basic Educational Skills Test and California Subject Examinations for Teachers during the selection process. The Residency Site Leaders at both LEAs will facilitate the resident hiring process through close collaboration between HR staff in the LEAs and the SSU credential office. Ultimately, the LEAs will make the final decision for resident selection.

Grant Number: 2021TRI18

Exhibit B**Budget****(Supplied by Guarantee, Appendix G)**

Program Component	Grant Funds Requested Per Resident	Targeted # of Residents to Receive this Support Annually	Total Grant Funds Requested
Mentor Teacher Professional Development/ Training	\$266.71	17	\$4,534.00
Mentor Teacher Stipend (this may include housing stipends)	\$1,500.00	17	\$25,500.00
Mentor Teacher Release Time	\$750.00	17	\$12,750.00
Teacher Preparation Costs (Tuition, Fees, Salary/Stipend for Residents (this may include housing stipends)	\$0.00	0	\$0.00
	\$18,500.00	17	\$314,500.00
IHE Faculty Stipends	\$0.00	0	\$0.00
IHE Faculty Release Time	\$0.00	0	\$0.00
Examination fees for Residents to Earn a Preliminary Credential (TPA, RICA, CSET,	\$0.00	0	\$0.00
Induction Support for Residents who Complete the Program	\$0.00	0	\$0.00
Residency program staff costs	\$427.00	17	\$7,259.00
Program Administration (five percent (5%) cap on grant funds used for this purpose; no limit on matching funds used for this	\$1,250.00	17	\$21,250.00
Other (describe below)	\$2,306.29	0	\$39,207.00
Professional Literature for Mentors & Residents - \$200.00 - 17 - \$3,400.00			
Professional Learning Opportunities for Mentors & Residents - \$1,775.00 - 17 - \$30,175			
Professional Learning Opportunities for Mentors & Residents - \$227.71 - 17 - \$3,871.00			
SSU Supervisors - \$103.59 - 17 - \$1,761			
TOTALS	\$25,000.00		\$425,000.00



CONSTRUCTION
TESTING SERVICES

- TESTING
- INSPECTION
- ENGINEERING

August 23, 2023

Greystone West Company
621 West Spain St.
Sonoma, CA 95476

Attn: Cory Rossow

Job Name: 19770 – Santa Rosa Desoto Hall

Re: Change Order Request #1 for Additional Services

Dear Cory,

Construction Testing Services is requesting a Change Order to cover additional special inspections/testing. Additional services to date include but are not limited to weekday field weld inspections, weekend overtime welding inspections, welding procedure submittal review, and project management time. Below is a breakdown of the Original Contract amount, and the additional costs described above.

Original Contract Value	\$ 7,992.50
Change Order #1 – Additional Services	\$ 11,000.00
<u>Updated Contract Value</u>	<u>\$ 18,992.50</u>

Please provide your approval for a Change Order in the amount of **\$11,000.00**. Feel free to contact me with any questions you may have or if further detail and clarification is needed to process this request.

Regards,

Sage Kelly
Project Manager

X _____
Cory Rossow



CONSTRUCTION TESTING SERVICES

PRELIMINARY ESTIMATE: QUALITY ASSURANCE INSPECTIONS & TESTING

DATE: 08/23/2023
PROPOSAL No.: P24396
CLIENT: 6829 - GreyStone West Company
PROJECT: Santa Rosa CS - Desoto Hall Roof and HVAC - COR#1
 - Field Weld Inspections
 1235 Mendocino Avenue, Santa Rosa, CA 95401
LOCATION: Santa Rosa

ITEM: I	ESTIMATED DAYS	ESTIMATED HOURS	UNIT PRICE	ESTIMATED TOTAL
ONSITE TESTING & INSPECTIONS				
ADDITIONAL SERVICES				
ADDITIONAL SERVICES	1	1	\$11,000.00	\$11,000.00
Preliminary Sub-Total of Onsite Testing & Inspection (approx.)				\$11,000.00
Preliminary Estimated Fees				\$11,000.00

*Steel shop price based on work being done in Northern California in one shop and one shift. If work is performed at night a 12.5% differential will be charged.
 Depending location of facility, travel time and mileage may apply.
 A 15% project administration fee will be charged monthly per invoice.
 No contingency is budgeted by CTS for uncontrollable overtime, union or prevailing wage increases and unforeseen requirements that may arise in the specifications, as well as for work over the estimated hours. Owner should budget appropriate amount for budgetary purposes.
 The liability of Construction Testing Services (CTS) is limited to CTS's contract value.



LICENSING AGREEMENT

This Agreement effective **October 1, 2023**, is made and entered into by **Santa Rosa City Schools** as Licensee and Document Tracking Services (DTS) as Licensor each a "Party" and collectively the "Parties".

Licensee desires that DTS provide a license to use DTS proprietary web-based application in accordance with the following provisions:

- A. License. DTS hereby grants to Licensee a non-exclusive license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
 - (i) DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
 - (ii) Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
- B. Internet Areas. All parties including third party licensees shall not be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval.
- C. Term of License. The term of the Agreement is for **one (1) year** from the effective date (as noted in paragraph one) of the license agreement.
- D. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
- E. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS secure server and provide complete access to Licensee and its representatives.
- F. Security of Data. DTS at all times will have complete security of Licensee documents on dedicated servers that only authorized DTS personnel will have access to; all login by DTS authorized will be stored and saved as to time of log-in and log-out.
 - (i) Licensee may request DTS to only store Licensee documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
- G. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.
- H. Customer License. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.



- I. License Fee. Licensee shall pay a fee of **\$2,500**.
- J. Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0**.
- K. Payment Terms. Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- L. Number of Documents. The maximum number of documents per school district is limited to **five (5)**.
- M. Warranty. Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- N. Definitions.
 - (i) Document. A document is defined as **a**) a specific template provided by CDE or; **b**) any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c**) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.
 - * Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.
 - (ii) Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.
- O. Document Setup Fee. DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.
- P. Additional Fees. Licensee shall pay additional fees if Licensee exceeds the number of documents as described in section L of this agreement. The fee for each additional document is \$39 per document times the number of schools in the district. The fee shall be payable within thirty (30) days from DTS invoice.
- Q. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: August 18, 2023

Licensee

By: _____

Date: _____

Santa Rosa City Schools



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2023 School Plan for Student Achievement (CDE Template)
2. Others to be identified as needed.



August 18, 2023

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

Re: Document Tracking Services

****PLEASE NOTE NEW DTS MAILING/REMIT ADDRESS****

INVOICE #95401ES07

Pursuant to the licensing agreement between Santa Rosa City Schools and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [10/1/23 to 10/1/24]: \$2,500
9 schools and District Personnel = 10 sites
License Agreement includes up to 5 documents

Total Balance Due: \$2,500

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
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Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)



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San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)

Company:
SANTA ROSA CITY SCHOOLS



Proposal #

Requested By:
Adrian Bica
 Executive Director, Technology

Description:
Project Engineering Support - Not to Exceed

Bill To: SANTA ROSA CITY SCHOOLS 211 RIDGWAY AVE ATTN PURCHASING SANTA ROSA, CA 95401-4320	Ship To: SANTA ROSA CITY SCHOOLS 211 RIDGWAY AVE ATTN WAREHOUSE - CENTRAL RECEIVING SANTA ROSA, CA 95401-4320	Sold To: SANTA ROSA CITY SCHOOLS 211 RIDGWAY AVE ATTN PURCHASING SANTA ROSA, CA 95401-4320
Created: 7/12/2023 Expires: 8/12/2023 Version: 1	Account Manager: jjones Systems Engineer: romalley	Payment Terms: Net 30

Product & Manufacturer Maintenance

Line No	Qty	Product
---------	-----	---------

SUPPORT
 Professional Services - Project Engineering Support (NOT TO EXCEED):
 Rates:
 • Enterprise Networking or NOC Engineer - \$200/hr
 • Enterprise Networking or NOC Engineer 1 - \$210/hr
 • Enterprise Networking or NOC Engineer 2 - \$253/hr
 • Enterprise Networking or NOC Engineer 3 - \$300/hr
 • Installation Service Technician 1 - \$155/hr
 • Installation Service Technician 2 - \$170/hr
 • Installation Service Technician 3 - \$180/hr
 Project Manager - \$165/hr 20,000.00 20,000.00



Need more time to get important stuff done? Ask us about

Subtotal \$20,000.00 Handling \$0.00 Estimated Sales Tax (9.25%) \$0.00 Professional Services \$0.00 Shipping \$0.00 Total \$20,000.00

Authorization

This proposal has been duly accepted by customer on this 17th day of August 2023.

By: 

For: SANTA ROSA CITY SCHOOLS

1 1

Company:
SANTA ROSA CITY SCHOOLS

Requested By:
Adrian Bica
Executive Director, Technology

Description:
Project Engineering Support - Not to Exceed



Proposal #30483

About Sales Tax

Items sold by Development Group, Inc. ("DGI") and shipped to destinations in California are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

About Product Returns

Development Group, Inc. ("DGI") only accepts the return of Products (a) that DGI has the right to return to the applicable manufacturers or suppliers, (b) for which DGI receives your written request for return within FOURTEEN (14) DAYS from the date of the invoice for such Products, and (c) that are factory sealed in fully resalable condition or which are Dead on Arrival ("DoA"). Except for Products returned because they are defective or DoA, to be eligible for return, Products must be in resalable condition, complete, unused and unopened, with the outer seal intact. Products that do not meet these conditions are not eligible for return and will be returned to you. Eligible Product returns will receive a credit that will be issued at the original purchase price that you paid for the Product only if your account is current. DGI may return to you, any Product not authorized for return (an "Unauthorized Return") at your expense, or DGI may, at its sole discretion, issue a credit for the current price of the Product, less a thirty percent (30%) restocking fee. DGI is not liable for any loss or damage to Unauthorized Returns.

Company & Payment Information

Mailing Address

Development Group, Inc.
PO Box 991484
Redding, CA 96099-1484

Phone: (530) 229-0071
Fax: (530) 248-3415

Payment Information

Development Group, Inc.
32880 Collections Center Dr
Chicago, IL 60693

Federal Tax ID: 26-3740919

Office Locations

Development Group, Inc.
6704 Lockheed Dr
Redding, CA 96002

Wire Transfer Information

Domestic Wire Transfer (U.S.)

Wire Routing Transit Number (RTN): 026009593
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC

ACH Information

ACH Transfer (U.S.)

Routing Transit Number (RTN): 071000039
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP
INC

Note: All wire transfers must be made in US Dollars



PO Box 73399
 Puyallup WA 98373
 800-562-4442 Toll Free
 888-638-0350 Fax
 AliciaRodriguez@honeybucket.com

****QUOTE/AGREEMENT****
 #173498

August 14, 2023

BILLING ADDRESS		LOCATION		
Santa Rosa City Schools 211 Ridgway Ave Santa Rosa, CA Dave Harden 707 975 1774		1235 Hahman Dr Santa Rosa, CA Montgomery High School		
SALESPERSON	P.O. NUMBER	Event Date	DELIVERY DATE	PICK-UP DATE
Alicia Rodriguez	=		08.15.23	08.22.23

This is a legally binding contract. Honey Bucket agree to provide and Customer agrees to accept the following services and equipment at the charges and frequency of service indicated below subject to the terms and conditions specified on page 2 of this agreement.

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1	1	Solar Quad Event Trailer	\$1,700.00	\$1,700.00
2	1	Solar Double Event Trailer	\$1,200.00	\$1,200.00
3	2	Service For Quad 8/17 & 8/21	\$200.00 per serv	\$400.00
4	2	Service for Double 8/17 & 8/21	\$150.00 per serv	\$300.00
5	2	Delivery/Removal/Set up fee	Included	Included
		<i>Upon arrival, driver will contact onsite person for exact location and above requirements must be ready to hookup. Standby time of \$75.00/hr. X _____</i> Initial Here		
		Tax calculated upon ordering may vary Deliveries/pick-up are made by 12pm or after 12pm. Time commitments are not guaranteed.		

SUBTOTAL	\$3,600.00
TAX RATE	9.25%
*SALES TAX	\$37.00
TOTAL	\$3,637.00
DEPOSIT DUE	
BALANCE DUE	\$

COMMENTS and/or SPECIAL INSTRUCTIONS:

CANCELATION POLICY: Orders may be cancelled up to 30 days prior to event date to receive refund of deposit with exception of portions described below. Orders cancelled within 30 days of event date may forfeit entire deposit. **Orders cancelled within 24 hours of delivery will be charged the balance due in full.**
 For the portion of this contract that is for sinks and other specialty equipment as noted it is understood that this equipment is in very high demand. Therefore the portion of this contract for those items will not be refunded.

This is a quote only, please sign and return if you would like to make this an official Agreement/Contract

Lisa Cavin

August 14, 2023

SIGNATURE

DATE

The Equipment Lease Terms stated here and below (the "Terms"), together with the Order Form, made by and between Northwest Cascade Inc., dba Honey Bucket, ("Lessor") and the Customer described on such Order Form ("Lessee") states the agreement of the parties as to the lease of the equipment described herein:

- 1. RENTAL EQUIPMENT SUBJECT TO THESE TERMS.** Lessor shall Lease to the Lessee equipment described on the Order Form (the "Equipment").
- 2. TERM.** The term of this Lease shall commence upon the signing of the Order Form by Lessee and shall continue in full force and effect until the equipment is returned in accordance with these Terms and all of Lessee's obligations under these Terms have been fulfilled unless terminated in accordance with these Terms. If Lessee fails to pay any amounts as required under these Terms when due, Lessee shall pay Lessor, in addition to such amounts, interest at the lesser of an annual rate of 12% or the highest rate allowed by governing law.
- 3. RENTAL TAXES AND FEES.** Lessee agrees to pay to Lessor the Monthly Rental, delivery fee, pick up fee, and deposit, which are payable to Lessor prior to delivery of the Equipment. Lessee shall pay all license fees and taxes hereafter imposed, and relating to Lessee's use or possession of the Equipment.
- 4. SECURITY DEPOSIT.** The security deposit shall be returned by Lessor to without interest, provided the Equipment is vacated and returned to Lessor by Lessee and found to be in clean, sanitary, and undamaged condition, at the sole discretion of Lessor, and provided that the Lessee is not in any way otherwise in default.
- 5. ACCEPTANCE.** Unless Lessee gives notice to Lessor within three (3) business days after receipt thereof, specifying any defect in or other proper objection to the Equipment, Lessee agrees that it shall be conclusively presumed that Lessee has fully inspected and acknowledged that the equipment is in full compliance with these Terms, in good condition and repair, and that Lessee is satisfied with and has accepted the Equipment in such good condition and repair.
- 6. SET UP, POSSESSION, USE, AND MAINTENANCE OF THE EQUIPMENT.** Lessee represents and warrants that it, at its own cost and expense, shall: (a) install and maintain the Equipment on suitable terrain; (b) ensure that the Equipment is installed and maintained in accordance with all applicable regulations and manufacturer recommendations; (c) only install and maintain the Equipment in safe conditions and take immediate corrective if its continued use becomes unsafe; (d) maintain the Equipment in good condition and repair (ordinary wear and tear excepted); (e) keep the Equipment at the Delivery Location noted on the Order Form; (f) keep the Equipment free of all security interest and other claims; (g) keep the Equipment conspicuously labeled to disclose Lessor's ownership, which Lessee shall also maintain and shall not remove or deface; and (h) regularly inspect the Equipment to ensure conformity with these Terms. Lessor does not provide technical or engineering recommendations and makes no representations or warranties as to the Equipment's capacity, structural integrity, workmanship, safety, design, compliance with regulations or building codes. No alterations shall be made to the Equipment.
- 7. OWNERSHIP.** Lessor shall at all times retain ownership and title of the Equipment. Lessee shall indemnify Lessor against all loss and damages if Equipment is levied upon or is liable or is threatened with seizure.
- 8. INSURANCE.** At Lessee's cost, Lessee shall keep the Equipment insured against all risks of loss or damage for not less than the full replacement value therefor, and shall carry public liability and property damage insurance covering the Equipment and its operation and handling for the amount of at least Five Hundred Thousand Dollars (US \$500,000). Lessee shall deliver said policies, or duplicates thereof, to Lessor upon request.
- 10. ENTRY.** Lessee grants Lessor, and any of its agents or assignees, the right and privilege to enter on the real property where the Equipment is located as well as entry into the Equipment.
- 11. DEFAULT.** If Lessee is in default in the performance of any of the terms, covenants, or conditions of this agreement, including but not limited to, the covenant for the payment of rent, then at the sole option of Lessor, Lessor may (a) terminate the lease; (b) take possession of said Equipment with or without process of law, and for the purpose may enter upon any premises where the Equipment is located; (c) put a lien on the property of Lessee in the Equipment and (d) pursue any other remedy at law or in equity, which Lessor may at its sole option exercise or alternatively waive. By execution of this Lease, Lessee releases Lessor and agrees to hold Lessor harmless from any and all claims for liability or damage arising or claimed to arise as a result of the options granted to Lessor under the terms of this paragraph. Upon default, Lessor shall retain all rents, rentals, and other sums paid by the Lessee hereunder with respect to such Equipment. Notwithstanding any said repossession, or any other action which Lessor may take, Lessee shall be and remain liable for the full performance of all obligations on the part of Lessee to be performed under these Terms. All such remedies are cumulative, and may be exercised concurrently or separately.
- 12. TERMINATION.** This lease may be terminated by Lessor, by ten (10) days of prior written notice of intention to terminate. Upon the termination of the lease, Lessee shall surrender the Equipment and all keys thereto, and shall remove all Lessee's property from the Equipment to Lessor for pick up by Lessor in the same condition and state of repair as at the inception of this Lease, reasonable wear and tear alone excepted. Termination will not affect those terms that by their nature survive or may require performance after termination (e.g. indemnity).
- 13. RISK OF LOSS.** Lessee shall bear the entire risk of all loss, theft, damage, destruction, or other interruption or termination of use of the Equipment and the personal property stored therein from any cause whatsoever, during the term hereof and until the return of the Equipment to Lessor. No such loss, theft, damage, destruction, or other interruption or termination of use of the Equipment or personal property stored therein shall relieve Lessee of the obligations hereunder. In the event of damage of any kind whatsoever to the Equipment, Lessee, at the option of Lessor, shall, at Lessee's expense, (a) place the Equipment in good repair, condition, and working order, or (b) replace the same with like Equipment of the same make and of the same or a later model, and in good repair, condition, and working order. If, at the sole discretion of Lessor, the Equipment is determined to be lost, stolen, destroyed, or damaged beyond repair, Lessee shall immediately pay Lessor, in cash, the remaining rental balance and an amount equal to the present value of the Equipment, as reasonably determined by Lessor.
- 14. WAIVER.** No failure by Lessor to take any action or assert any right hereunder shall be deemed to be a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right.
- 15. ASSIGNMENT.** Lessee shall not assign or otherwise transfer its rights, obligations, and/or duties under this Agreement.
- 16. WARRANTY.** LESSOR FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO LESSEE OR THIRD PARTIES AS A RESULT OF THE USE OF THE EQUIPMENT OR OF ANY DEFECTS, LATENT OR OTHERWISE IN THE EQUIPMENT. LESSOR SHALL NOT BE LIABLE IN ANY EVENT TO LESSEE FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECT IN, OR INEFFICINE OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF. LESSOR REPRESENTS AND WARRANTS THAT THE EQUIPMENT IS IN GOOD CONDITION AND FIT FOR THE LESSEE'S INTENDED PURPOSE.
- 17. INDEMNIFICATION.** TO THE FULLEST EXTENT PERMITTED BY LAW: LESSEE MUST REIMBURSE, INDEMNIFY, DEFEND, AND HOLD HARMLESS LESSOR, ITS SUBSIDIARIES, SUBCONTRACTORS, ASSIGNEES, AND AFFILIATES AND EACH OF ITS SUBSIDIARIES' SUBCONTRACTORS', ASSIGNEES' AND AFFILIATES' PRESENT, FORMER, AND FUTURE SHAREHOLDERS, EMPLOYEES, OFFICERS, AND DIRECTORS FROM AND AGAINST ALL LOSS, DAMAGE, EXPENSE (INCLUDING ATTORNEYS' FEES AND EXPENSES), AND PENALTY, AND ANY CLAIM OR ACTION THEREFORE BY OR ON BEHALF OF ANY PERSON (COLLECTIVELY, "LOSS") ARISING OUT OF OR IN CONNECTION WITH THE PERFORMANCE OR FAILURE OF PERFORMANCE OF THIS AGREEMENT AND THESE TERMS, OR OUT OF OR INCIDENT TO THE OWNERSHIP, SELECTION, POSSESSION, OPERATION, CONTROL, USE, STORAGE, LOADING, AND UNLOADING, MAINTENANCE, DELIVERY, OR RETURN OF THE EQUIPMENT, INCLUDING, WITHOUT LIMITATION, LOSS ARISING OUT OF OR OCCURRING IN CONNECTION WITH ALL THIRD-PARTY CLAIMS FOR PERSONAL INJURY OR DEATH, AND/OR FOR LOSS OF OR DAMAGE TO PERSON OR PROPERTY. LESSEE WILL NOT BE RELIEVED OF THE FOREGOING INDEMNITY AND RELATED OBLIGATIONS BY ALLEGATIONS OR ANY CLAIM THAT LESSOR WAS NEGLIGENT. LESSEE SHALL NOT ENTER INTO ANY SETTLEMENT AGREEMENT OR OTHERWISE AGREE TO THE ENTRY OF ANY ORDER OR JUDGMENT THAT REQUIRES LESSOR TO TAKE ANY SPECIFIC ACTION, ADMIT LIABILITY OR PAY ANY SUM OF MONEY OUT OF ITS OWN RESOURCES WITHOUT LESSOR'S PRIOR WRITTEN APPROVAL, AND PROVIDED FURTHER, THAT LESSOR HAS THE RIGHT, BUT NOT THE OBLIGATION, AT ITS EXPENSE, TO PARTICIPATE IN THE DEFENSE OF ANY SUCH CLAIM THROUGH COUNSEL OF ITS OWN CHOOSING. IF THIS INDEMNIFICATION PROVISION IS CONSTRUED BY A COURT OF COMPETENT JURISDICTION TO REQUIRE INDEMNIFICATION OVER AND ABOVE THAT PERMITTED BY APPLICABLE LAW OR PUBLIC POLICY, THE PARTIES INTEND THAT THESE TERMS BE JUDICIALLY MODIFIED TO AFFORD LESSOR THE MAXIMUM INDEMNIFICATION ALLOWED.
- 18. EXPENSES.** Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs, incurred by Lessor in exercising any of its rights hereunder or enforcing any of the Terms.
- 19. ENTIRE AGREEMENT.** These Terms and the Order Form represent the entire agreement between the parties on the subject matter hereof and supersedes all prior discussions, agreements, and understandings of every kind and nature between them. There are no conditions to these Terms not expressed herein. No modification of these Terms will be effective unless it is (i) in writing, (ii) specifically refers to these Terms; and (iii) is signed by both parties.

Lisa Carn
Signature

August 14, 2023
Date

THANK YOU FOR CHOOSING HONEY BUCKET!

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SONOMA COUNTY OFFICE OF EDUCATION
AND
SANTA ROSA CITY SCHOOL DISTRICT
TO PROVIDE FUNDING FOR MATH TOSA**

THIS AGREEMENT (“Agreement”) is entered into by and between Sonoma County Office of Education (“SCOE”) and Santa Rosa City School District (“DISTRICT”) (collectively, “Parties”). The parties agree as follows:

- 1) Intent: The parties understand that Education Code Section 52071 and 5 Cal. Code of Regs. Section 15497 provides for a county superintendent of schools to provide technical assistance (also known as “differential assistance”) to a school district for support to build the district’s capacity to improve student outcomes through the Differentiated Assistance process. The DISTRICT is eligible for technical assistance based on students in State Priority Area 4 (Pupil Achievement–Math) and Area 5 (Pupil Engagement–Chronic Absenteeism) and Area 6 (School Climate--Suspension Rate).

The Parties agree that it is in the best interests of the students they serve to collectively fund a Math Teacher on Special Assignment (TOSA) in the District. The TOSA will coherently integrate social-emotional learning support to address student and teacher well-being, improved attendance, improved sense of school belonging and connection, improved behavior, and improved academic performance.

The Parties enter this Agreement with the understanding that the TOSA is designed around the timeline as described below. As a component of this understanding, DISTRICT and SCOE agree to meet before March 15th of a given fiscal year to reach a mutual understanding as to the Agreement continuing for the next year. DISTRICT and SCOE further agree that as outlined in the DISTRICT Responsibilities and SCOE Responsibilities sections of this Agreement, if either of the Parties believes the TOSA partnership is not meeting the intended expectations and goals, then either Party may conclude the partnership.

- 2) Financial Relationship: This Agreement memorializes SCOE’s financial commitment to reimburse the DISTRICT a percentage of the DISTRICT’s costs —

SCOE will reimburse the DISTRICT in accordance with the following schedule:

Total reimbursement from SCOE for the 2023-24 school year shall not exceed \$100,000.

- 3) Acknowledgement of Contribution: DISTRICT shall acknowledge SCOE’s funding contribution at a regularly scheduled governing board meeting within sixty days of the execution of this Agreement.

- 4) Progress Reports: DISTRICT shall regularly report to SCOE the progress on a quarterly basis and send all reports and other documentation it receives from the work to SCOE. Progress reports shall include academic, behavior, and attendance data for a group of students identified by Students in Mathematics and outlined below. They may include DISTRICT professional development sessions provided, Google Drive and other cloud-based archives and materials, and all other data and reports related to Section 5 below. SCOE may request any other status or other reports at any time, which DISTRICT shall respond to in a timely manner. Any records shall be maintained and stored by DISTRICT as may be required by the Education Code or other legal mandate.

SRCS will improve student performance across the district and reduce disproportionality through targeted math support expansion.

Students will perform better in the academic area of math as measured by Let's Go Learn math scores (K-6), NWEA MAP math scores (7-12), SBAC math scores, as well as in A-G completion by graduating seniors. This will be accompanied by a general reduction of Fs and Ds in math. The TOSA will largely impact the math outcomes of students across SRCS.

The metrics that will be used

1. Classroom observational data will lead to shared understanding of effective mathematics instruction and the specific ways in which SRCS can improve mathematics by observing and analyzing teacher practice.
 - a. to help identify professional development needs
 - b. to help identify coaching needs
 - c. to help identify student intervention needs
 - d. to help build collaborative teams
 - e. to help with curricular needs and resources identification
 - f. to help with root cause analysis on improvement needs
2. Math SBAC data:
 - a. increase student performance and the amount of students meeting and exceeding standards by 5%
3. D & F's in Math 1-3 and alternatives to Math 3 (math courses needed for graduation in SRCS)
 - a. decrease number of D and F grades by 5%
4. A-G completion
 - a. increase A-G completion by 5%

Method of progress monitoring

Math TOSA:

1. Classroom observational data regarding teaching/instructional practice = weekly meetings; job embedded support provided

2. Math data = SBAC, Let's Go Learn, NWEA MAP, D and F quarterly reports; street data and empathy interviews as determined by site plans
3. D & F's in Math 1-3 and alternatives to Math 3 (math courses needed for graduation in SRCS)
= Interim progress reports and quarterly reports
4. A-G completion= SRCS reports (administration grades by department semester report)
 - 5) SCOE's Responsibilities: As outlined in Section 2 above, SCOE shall reimburse the DISTRICT for a portion of costs associated with the TOSA contract, in an amount not to exceed \$100,000 unless this Agreement is amended to reflect a change in the amount. In the 2023-2024 school year (year 2).
 - 6) DISTRICT's Responsibilities: The DISTRICT is responsible for:
 - a) designating a district point of contact for the project
 - b) assembling a cross-role team with teacher, site, and district administrator representatives;
 - c) meeting regularly with the team, including the SCOE DA team and;
 - d) engaging in a cycle of inquiry involving data collection (using metrics determined jointly, including process measures, formative assessments, survey data, and dashboard indicators) and analysis around the impact of the implementation of the theory of action;
 - e) reflecting on learning and refining the theory of action based on the analysis of the effectiveness of the implementation of the plan.
 - f) Overall, the DISTRICT agrees to make a good faith effort to support and prioritize the work of the TOSA as outlined in this Agreement.
 - 7) Invoicing: No later than the month of July following the close of a given fiscal year on June 30th, the DISTRICT will invoice SCOE the sum of money owed, as detailed on an official fiscal/payroll report included as an attachment to the invoice, plus any additions to that amount as directed by SCOE. SCOE will reimburse the DISTRICT within thirty (30) calendar days of receipt of a numbered invoice(s). The DISTRICT shall mail invoices, and any other notices, to the following address:

Sonoma County Office of Education
Business Services Attn: Tyler Wilcox
5340 Skylane Blvd
Santa Rosa, CA 95403

- 8) Satisfaction of Obligations: Through SCOE's financial commitment to reimburse the DISTRICT a percentage of the DISTRICT's costs for TOSA, as well as all other services outlined in this Agreement, the DISTRICT agrees that SCOE is satisfying its obligation to directly provide technical assistance pursuant to Education Code Section 52071 and 5 CCR 15497.

- 9) Mutual Indemnification: To the fullest extent permitted by law, DISTRICT shall defend, indemnify, and hold harmless SCOE, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive negligent, wrongful or willful acts or omissions of the DISTRICT, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this Agreement. In the event any action or proceeding in any forum is brought against the SCOE for any such acts or omissions of the DISTRICT, DISTRICT shall defend the same at DISTRICT's expense.

To the fullest extent permitted by law, SCOE shall defend, indemnify, and hold harmless DISTRICT, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive willful acts or willful omissions of SCOE, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this agreement. In the event any action or proceeding in any forum is brought against the DISTRICT for any such acts or omissions of SCOE, SCOE shall defend the same at SCOE's expense.

- 10) Force Majeure: Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); any laws, regulations, or Orders of Local, State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall give the other party written notice of the cause for the delay as soon as practicable. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any services or costs if the failure to perform the Agreement arises from any of the contingencies listed above.
- 11) Integration: This Agreement represents the entire understanding of DISTRICT and SCOE as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto.
- 12) Severability/Waiver: The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver

constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party permitting the waiver.

13) Termination of Agreement: This Agreement may be terminated at any time upon the mutual written agreement of the Parties or by either party with or without cause upon forty-five (45) calendar days' advanced written notice to the other party. If SCOE determines a credible claim of misconduct exists against the TOSA that arose while the Teacher-in-Residence was providing Services under this Agreement and that the seriousness of the misconduct requires that the TOSA not continue to provide Services under this Agreement, SCOE may immediately terminate this Agreement upon written notice to DISTRICT.

14) Effective Date and Term: This Agreement shall take effect upon the date when both a representative of SCOE and of DISTRICT shall have executed it. The term of this Agreement shall be from the date of execution by both parties through June 30, 2024. To extend the terms of this Agreement beyond June 30, 2024, the parties must enter into an additional written agreement or amendment.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their duly authorized Representatives.

**SONOMA COUNTY OFFICE
OF EDUCATION
(SCOE)**

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

By: _____
Deputy Superintendent SCOE

By: _____
Superintendent

Date: _____

Date: _____

By: _____
Deputy Superintendent SCOE

Date: _____

Grant Application

Community Matters is fortunate to have generous partners that invest funding to support school and district efforts to create safe, welcoming and inclusive schools for all. Funding may be available in your area to support implementation of our evidence-based Safe School Ambassadors® (SSA) program and/or other eligible programs. To determine if your school qualifies for funding to support SSA or another Community Matters program, please complete and sign this Grant Application and Agreement:

Applicant Name: Evelyn Anderson **Role:** Principal
Phone: (707) 890-3930 **Email:** eanderson@srcs.k12.ca.us
Principal Name: Evelyn Anderson **Email:** eanderson@srcs.k12.ca.us
School: SRFACS **District:** SRCS
City: Santa Rosa **County:** Sonoma **State:** CA **Zip:** 95405
Grades of School: TK-6 **# of students:** 462 **# of campus staff:** 38

Check here if your school is on a year-round calendar

School Demographics: 25% SED, 12% ELL

This funding request is for the following program(s):

- Safe School Ambassadors® Program (requires completion of pages 3 and 4)
- Safe School Buddies
- Restorative Practices
- Waking Up Courage Assembly
- Other Program(s) _____

For a list of programs and services, including pricing, click here: <http://community-matters.org/programs-and-services>

Program cost: _____

***Amount school can pay:** _____

Total grant request: _____

**It is highly recommended that the school make some type of investment toward the total cost of the program when possible.*

Please share why this program is needed at your school; include any recent changes, challenges and concerns:

SRFACS draws students from a wide geographical area, extremely diverse home environments, and is ethnically diverse.

Our students are learning important lessons about getting along and supporting everyone, no matter how different.

Please list other student focused prevention, intervention, and SEL programs currently in place (i.e. PBIS, assemblies, mentoring, peer mediation, restorative practices etc.): Big buddies,

restorative practices, but we can't afford a restorative specialist.

Signature and Agreement: By submitting this application, if funded, we commit to implementing the program(s) indicated in this grant application as designed and with fidelity to the best of our ability.

Signature:  _____ **Title:** Principal **Date:** _____

**Safe School Ambassadors® Program
Grant Applicant Agreement**

The following checklist is designed to ensure the best possible outcomes and results from the Safe School Ambassadors (SSA) Program. Please read and check the boxes below to indicate understanding and agreement.

Our School agrees to implement SSA Program with fidelity which includes the following:

Preparation: Recruiting/Selecting Students and Staff

- Nominate potential students representing all the various social/influential groups on campus.
- Conduct an orientation for the Ambassador nominees to describe the program and generate interest.
- Select a diverse group of students to be trained.
- Take 15 minutes at a staff meeting to explain the SSA Program, the role of the Program Advisor (PA) as well as the characteristics of an Ambassador.

Training Days

- Identify/reserve 2 full school days for the SSA Training (no early release or minimum days) that are back-to-back within the time period specified by the funder.
- Provide a 1:6 ratio of adults to students to attend the training.
- Secure substitute coverage (if applicable), supplies for training, and adequate room space (based on room configuration provided).

Post-Training: Program Implementation

Our school has the support of the principal & commitment of adult leaders to:
(check all that apply)

- Meet with Ambassadors for 30-45 minutes (weekly for the first 4 weeks after the training, and then every other week) during the school day.
- Meet with PA & Family Group Facilitators every other month, to connect and assess program.
- Conduct a minimum of two All-Ambassador meetings/events annually.
- Recognize and celebrate Ambassadors and SSA Adult Leaders at least once annually.

Program Assessment/Data Collection Agreement

Our school agrees to collect & submit data to measure the program/services, which includes:

- Program evaluations upon completion of training/service
- Measure and report Ambassador interventions through an annual or semiannual Action Snapshot Campaign or collection of Ambassador Action Logs
- Year-End Survey completion by both Ambassadors and SSA Program Leaders
- Submission of an Impact Letter of Support/Impact at the end of the school year.

Contract DUE BACK BY:	Jun 28, 2023
CM Contract #	4888
Date of Contract:	Jun 8, 2023

Fax back to Community Matters 707-823-3373
--

**Contract
between**

Community Matters - A California Not For Profit Corporation

and **Santa Rosa French American Charter School**

P. O. Box 14816
 Santa Rosa, CA 95402
 PH: 707-823-6159 **FAX: 707-823-3373**
 Vendor ID #
 hereinafter referred to as "CM"

1350 Sonoma Avenue
 Santa Rosa CA 95405
 707-890-3930
 hereinafter referred to as "Client"

This Contract details the responsibilities of the above parties relative to the services listed below.

CM Will Deliver the services outlined below:

Service Code	Service Name and Description	Cost
SSAXM/H	Expansion Mid/High - Safe School Ambassadors Training & Support	\$7,200.00
	For: Santa Rosa French American Charter School Santa Rosa CA	
	On: September 19-20, 2023	
	Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults	
	Deliverables: 1) Provide 2 days of on-site training for 35-40 NEW Safe School Ambassadors and 5 - 7 adults; on Day 2 schools may add up to 12 previously trained veteran Ambassadors and Program Adults. (1:6 adult to student ratio for each day) 2) Provide program materials for all training participants. Includes post training support for implementation of program. 3) Provide up to 2 hours of program implementation support by phone, web and email.	
	23 City of Santa Rosa CHOICE GRANT & Community Matters Matching Grant	-\$7200.00
Service Subtotal:		\$0.00