

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS will select students for participation, prioritizing equity, including students most in need for literacy acceleration.

SRCS will enroll students and share enrollment information with Springboard Collaborative.

SRCS will hire and identify teachers to lead classes with an approximate 12:1 teacher to student ratio. Teachers will take and record daily assessments and reading assessment data.

SRCS will attend professional development and lead family engagement activities and student lessons

(b) CONTRACTOR's Responsibilities and Duties:

Springboard will offer SRSC our after school early literacy & family engagement program.

Key program components include a research-based, standards-aligned early literacy curriculum for TK-3 students, family partnership workshops and activities to support children's reading and home, ~180 minutes of instruction per week for students including Family Workshops, and targeted professional development for educators.

Springboard Collaborative will provide structured and on-demand coaching and support for SRCS staff leading the program, facilitate targeted professional development for educators and leaders, and provide project management support throughout to ensure educators have the resources they need to effectively grow student learning.

Springboard staff will provide professional development and coaching before and during programming. Upon completion of the program, SRCS will receive Impact Reports reflecting progress towards goals, student attendance, and family participation. All student and family curriculum are available digitally and include slides and teacher scripts.

Program Resources

Springboard Collaborative provides resources and structures at the start of the program to build family buy-in and lay the foundation for a strong partnership. Teachers will lead team-building huddles, including setting goals that are quantifiable, individualized and achievable during the duration of the program. SRSC will determine whether team building huddles take place in person or virtually; Springboard provides family workshops structures, content and resources (translated) to lead workshops that train families to be effective at-home literacy coaches. Springboard provides E-books and interactive lessons. All participants receive a Raz Plus subscription specific to Springboard programming which support lessons and provide access to thousands of texts. Raz supports reading practice time both during program with teachers and at-home independently and with families. Springboard distributes educational incentives including school supplies, backpacks and tablets during a capstone celebration at the end of the program.

Data Portal & Family App

Connect is provided through Springboard. Educator Connect holds student enrollment and class rostering data, allowing educators to take attendance for Springboard instructional time, family workshops, and team-building huddles. All families and educators also receive optional access to Family Connect, a web-based app available in both Spanish and English. Family Connect provides family workshop reminders

and reading tips and strategies. Families can also use Connect to log minutes and books read at home.

Student Instruction Curricula & Resources

Springboard curriculum includes daily messages to support socio-emotional learning, reading readiness and phonics, shared reading to complement Raz e-books, writing connected to reading, small groups with stations, and read-aloud. All lessons correlate to Common Core ELA Reading Foundational skills and the National Reading Panel. Each includes facilitator notes and a short script for explicit instruction. Teachers access Springboard curriculum and resources during the program through Google sites. In the fall, instruction will focus on Reading Readiness, Phonics and Shared Reading.

Assessment & Impact Data

Springboard provides professional development and support for the Raz Flightcheck and/or DIBELS reading assessments including how to use assessment data to drive instruction and at-home support. Partners receive a site-level and district-level impact report that includes data related to registrations, attendance, family workshop participation, incentives earned, student reading goals met, and pre- and post-program analysis of assessment data.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on September 28th, 2023, and will continue through December 31st, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed one hundred ninety thousand two hundred Dollars (\$190,200). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Invoices. Except as otherwise provided herein, Springboard will send Program Provider an invoice for each payment designating the payment due date as Net 30 days. Program Provider shall pay Springboard in three installments as follows:

Upon execution of the AGREEMENT, Program Provider will be invoiced for First Payment (20% of Total Payment Agreement), which is non-refundable. First Payment is required in order for Program Provider to gain access to the Springboard products and services described in the AGREEMENT. This payment shall be delivered to Springboard (i) overnight courier or U.S. Priority Mail via certified check or standard check, or (ii) via ACH payment (preferred).

Program Provider will be invoiced for Second Payment (50% of Total Payment Agreement) on the date of the first scheduled Professional Development for Springboard Program and make Second Payment by the designated due date. Second Payment is non-refundable.

Program Provider will be invoiced for Third Payment (the remainder of Total Payment outstanding, plus Payment Adjustment, if applicable, and any differential between Program Support Maximum Costs and Program Support Target Costs) upon Final Day of instruction for Springboard Program and make Third Payment by the designated due date. Third Payment is non-refundable.

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

[Develop metrics – Describe the metrics to be used to measure the effectiveness of services. Indicate benchmark metrics as well as the goal by the end of the contract. Data to be gathered by the CONTRACTOR and provided to the DISTRICT]

- Serve 215 students & their families with early literacy and family engagement programming
- 60% of students will meet their Springboard Collaborative reading goals for the Fall semester
- 65% of students will exceed their Springboard reading goals for the Fall semester
- 75% of families will attend at least two family workshops

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

	Board Strategic Priorities
X	Priority 1- Life Ready Learners
X	Priority 2- Whole Person Focus
X	Priority 3- High Quality Staff
X	Priority 4- Teaching and Learning Environment and Resources
X	Priority 5- Equity and Excellence
X	Priority 6- Family Engagement and Community Partnerships
	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: Springboard Collaborative
Street: 2 Penn Center, Suite 1160, 1500 JFK Boulevard
City/State/Zip: Philadelphia, PA, 19102
Phone: 510-473-7144
Email: legal@springboardcollaborative.org

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 28th DAY OF September , 2023 .

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Lisa Cavin _____

Associate Superintendent

shoyos@srcs.k12.ca.us

707-890-3800 x80201 _____

DocuSigned by:

Jeff Feinman

66F04F5CB76F487...

Signature: _____

Print Name: Jeff Feinman _____

Title: Vice President, Partnerships _____

Email: j.feinman@springboardcollaborative.org _____

Phone: (415) 269-0162 _____

DATE: SEPTEMBER 12, 2023
 AMENDMENT NO. ONE
 TO: ERIK ODEN
 OWNER: SANTA ROSA CITY SCHOOLS
 PROJECT: SANTA ROSA CITY SCHOOLS FURNITURE STANDARDS
 PROJECT NO. 20230044

CONTRACT AMENDMENT

The following revisions shall be made part of the previously signed Agreement for Architectural Services between Santa Rosa City Schools and TLCD Architecture, dated July 10, 2023.

This amendment authorizes the design team inclusive of TLCD and One Workplace to proceed with discovering, creating, planning for pilots and catalog of furniture standards to be completed around June 1st 2024.

TLCD scope includes the following:

Documentation of Process

- Document the engagement and selection process from start to finish. Collect documentation in written, photo and image formats and combine into a Furniture Standards booklet. This booklet will serve as a log of the history of the project.

Pilot Planning and Creative Engagements

- With One Workplace on board after an RFSOQ selection process we will be working together to determine which space types the district can benefit the most from in a pilot opportunity.
- One Workplace will lead the Creative Engagements and TLCD will assist in facilitation and documentation of no more than seven (7) Creative Engagements held for Students at Santa Rosa City School locations. The data collected from these creative engagements will inform the priorities and goals for the pilots.
- Assist with synthesis of results of our Creative Engagements and make recommendations to the Furniture Committee as to which space types should be tested.
- Project management, meeting facilitation for consensus building for order placement. Assistance to the district for logistics planning and implementation of the pilots at various school sites.

Pilot Implementation, Testing and Feedback

- Facilitate education for teaching staff, administrators, and students around the new furniture featured in the pilot.

- Facilitate feedback loop for easy data sharing from teaching staff, administrators, and students.
- Assist with synthesis of feedback and document findings for evaluation of district for selection of product inclusion in furniture standards.

Furniture Standards

- Assist with selection and documentation of recommended furniture items for inclusion into the furniture standards for the district. Meetings to share and confirm items.
- Standards estimated to be completed around June 1st 2024.

Additional reimbursable expenses will be incurred for the chartered bus tour day with meals and refreshments as well as travel and expenses for student engagements.

DATE
09/12/2023

PAGE
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One Workplace scope includes engagement, planning and creating of pilots and catalog of furniture standards. See attached proposal for detail.

TLCD

Scope of Services Estimate:	Original	\$65,000
	Proposed Change	\$70,000
	New	\$135,000

Reimbursable Expenses Estimate:	Original	\$2,500
	Proposed Change	\$7,500
	New	\$10,000

One Workplace

Scope of Services Estimate:	Proposed	\$48,890.40
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Total Compensation Estimate: (not inclusive of reimbursables)	Original	\$65,000
	New	\$183,890.40

In witness whereof, this Agreement has been executed effective _____,
2023.

OWNER:
Santa Rosa City Schools

ARCHITECT:
TLCD Architecture
(A California Corporation)

Erik Oden



Stacey Walker, Principal

DATE
09/12/2023

PAGE
3 of 3

Date

09/12/2023

Date



September 7th, 2023

Santa Rosa City School District

RE: Design Studio Service Proposal
One Workplace Project 235351
TLCD Architecture
Stacey Walker, NCIDQ, IIDA, LEED AP

Dear Ms. Walker,

On behalf of One Workplace, we'd like to thank you for this opportunity to participate in the design of the Santa Rosa City School District Pilot Spaces and District Standards Catalog. We understand what a significant decision this is for you and how important it is to work with partners you can trust.

Our mission at One Workplace is to create spaces that inspire people and transform organizations with innovative solutions. We believe that the space around us greatly impacts our overall well-being and productivity. With each relationship, we work collaboratively with our clients to understand the design as well as the goals of the organization.

Our proposal seeks to further develop the relationship between TLCD Architecture, Santa Rosa City School District, and One Workplace. Our team will leverage our learning environments research and our expansive portfolio of products to tailor our solutions to meet your budget and aesthetic requirements.

We look forward to further demonstrating why we are the best partner for you throughout this journey. In the meantime, please feel free to contact us if you have any questions or require additional information.

Sincerely,

Gabriella Cannon

Gabriella Cannon
Senior Design Consultant | Workplace Studio
C: 415.310.3076
One Workplace | Santa Clara
gcannon@oneworkplace.com

cc: Nancy O'Grady



September 7th, 2023
Design Studio Service Proposal
One Workplace Project 235351
TLCD Architecture

SCOPE OF SERVICES

1. DISCOVER

- 1.1 Conduct Creative Engagement/Design Kickoff meeting at One Workplace, Oakland.
- 1.2 Conduct (5) Additional Creative Engagement Sessions at District School Locations.
- 1.3 Provide Synthesis of Creative Engagement findings.
- 1.4 Meet with TLCD Architecture and Santa Rosa City School District to review Creative Engagement findings. (1) Virtual meeting, (2) hours.
- 1.5 Create (5) Typical Base Plans.
- 1.6 Create (3) End User Surveys. (1) to be sent out prior to Pilot Spaces Install. (1) 2 weeks into the Pilots, (1) Post Pilots. Includes (2) days of on-site observation.
- 1.7 Synthesis of Survey Information and Observations.

2. CO-CREATE

- 2.1 Produce Layouts and Furniture Selections for 5 Typical Pilot Spaces with input from TLCD and SRCS. Each classroom will have (2) furniture and (2) layout options.
- 2.2 Produce (2) preliminary renderings for (5) Pilot Spaces. A total of (10) preliminary renderings.
- 2.3 Finish selections for (5) Pilot Spaces with input from TLCD and SRCS.
- 2.4 Produce layouts and final renderings for (5) Pilot Spaces.
- 2.5 Client sign-offs for final Pilot Space selections and product finishes prior to generating specifications. (1) Virtual meeting (2) hours in length included to review.
- 2.6 Propose Product Selections for SRCS Catalog resource with input from TLCD and SRCS. Include the following space types:
 - Special Ed/Life Skills
 - General Classroom
 - Cafeteria/Student Union/Multipurpose Room
 - Library/Media Center
 - Science
 - Breakouts
 - Lounge areas
 - Digital arts, gaming, computer lab
 - Wellness and Counseling
 - Administration (Typical office, conference, lobby/reception, lactation)
 - Nurses room
 - Staff Lounge



September 7th, 2023
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TLCD Architecture
Page 2

- Music
- Art
- Drama
- Makerspace/STEM/STEAM/Engineering rooms
- Outdoor (Learning, Gathering and Dining)
- General Storage
- Fitness

2.7 2D fit tests of the different space types included in SRCS Catalog resource. *See Line 2.2

3. VALIDATE

- 3.1 Generate final product specifications for (5) Pilot Spaces.
- 3.2 Produce installation documents/drawings for (5) Pilot Spaces.
- 3.3 Produce a final quote for (5) Pilot Spaces that shall be signed by Santa Rosa City Schools prior to order entry.
- 3.4 Compile Santa Rosa City Schools Standards Catalog. The Catalog will include a tabbed Excel file, and an accompanying PDF. The examples shown during our 9-6-23 meeting will serve as templates.

4. PROJECT DOCUMENTATION

- 4.1 Issue Final Pilot Space Validation Package
- 4.2 Issue Final Santa Rosa City Schools Standards Catalog.

5. MAKE

- 5.1 Designer present at pre-install meeting.

6. INSTALLATION

- 6.1 Designer available at time of installation.

7. ITERATION

- 7.1 Project Closeout.

FEES

We estimate that the fee for the stated Scope of Services will be \$48,890.40.



Scope of Services PHASE 1	Est. Hrs	Est. Fee
Discover (Programming)	87	\$12,980.00
Co-Create (Schematic Design)	129	\$16,320.00
Validate (Design Development)	87	\$10,980.00
Project Documentation (Specification)	9	\$1,080.00
Make (Implementation)	32	\$4,160.00
Additional Design Services	11	\$ 1,380.00
Expenses 4%		\$1,880.40
TOTAL	355	\$48,890.40

One minor revision that constitutes no more than 10% change in project scope shall be allowed with no increase to the fee. An addendum will be issued to TLCD Architecture for any additional work.

INVOICES

Invoices shall be submitted monthly. Payment is due and payable in full to One Workplace upon receipt of the invoice. A service charge of 1½% will be added to late payments over 30 days. In the event that One Workplace Studio invoices are not paid within 30 days of the invoice date, One Workplace shall have the right to suspend work on the project pending receipt of any such outstanding amount.

CONDITIONS

The program and proposed fees outlined for this project are based upon our present understanding of the area to be designed, the general objectives of your project and the scope of responsibility. Client agrees to cooperate in scheduling meetings and making decisions on our submissions without undue delay in order to permit completion of this project in a timely manner.

Should the scope of the program be modified or completion of this project be extended, we reserve the right to negotiate an adjustment to our proposed fees and to our scheduled commitments.

If any dispute, whether or not involving litigation, arises out of or relating to this Agreement, the prevailing party shall be entitled to recover all costs and expenses, including reasonable attorney's fees, incurred in enforcing any of the terms, conditions or provisions of this Agreement.

Either party may terminate this agreement at any time by giving written notice to the other and no charges other than those already incurred shall be payable.



September 7th, 2023
Design Studio Service Proposal
One Workplace Project 235351
TLCD Architecture
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ACCEPTANCE

If this proposal is accepted as set forth and the fees and conditions are agreed to, please sign and return one copy to our office as your authorization to begin work.

Gabriella Cannon

September 7, 2023

Gabriella Cannon
Senior Design Consultant
One Workplace

Date

Stacey Walker, NCIDQ, IIDA, LEED AP

Date

TLCD Architecture - Purchase Order Number

MEMORANDUM OF UNDERSTANDING – 2023-2024 RENEWAL
BETWEEN SANTA ROSA CITY SCHOOL DISTRICT AND
SPECIAL OLYMPICS NORTHERN CALIFORNIA, INC.
FOR THE SPECIAL OLYMPICS SCHOOLS PARTNERSHIP PROGRAM

This Renewal of Memorandum of Understanding (“Renewal”) is effective as of September 15, 2023, by and between Special Olympics Northern California, Inc. (“Special Olympics”) and Santa Rosa City School District (the “School Entity”), with respect to the Special Olympics Northern California Schools Partnership Program (“Schools Partnership Program”).

1. The written Memorandum of Understanding between the parties, with an entered into date of November 15, 2020 (“MOU”), is hereby renewed for School Year 2023-2024. All terms and conditions of the MOU shall remain in full force and effect except as modified by the terms set forth in this Renewal for the Current School Year.

2. Exhibit A to the MOU is hereby amended. A true and correct copy of the amended Exhibit A is attached hereto and incorporated herein by reference as though fully set forth. Exhibit A as amended supersedes any prior Exhibit A to the MOU.

3. The total Grant amount from Special Olympics to the School Entity for the Current School Year shall be as stated in amended Exhibit A and is based upon the Annual Plan contained therein.

Agreed and Accepted:

**Special Olympics
Northern California, Inc.**

Santa Rosa City School District

By: _____
Name: David Solo
Title: President & CEO

By: _____
Name: Steve Mizera
Title: Director of Special Services

Date: _____

Date: _____

MEMORANDUM OF UNDERSTANDING

EXHIBIT A

PART 1: PROGRAM SPECIFICATIONS

School Entity: Santa Rosa City Schools

School Year: 2023 – 2024

10th year participating

Coordinators: Beni Comma

Grant Amount: \$10,500

Grant Payment Installment Schedule:

- Grant payments will be made by Special Olympics Northern California (Special Olympics) to the School Entity in monthly installments payable on or about the fifteenth of each month, commencing in September 2023 and extending through June 2024.
- Each Grant payment installment shall total \$1,050.
- Payments should be sent to:
Attn: Steve Mizera, Director of Special Services
Santa Rosa City Schools
217 Ridgway Ave. Santa Rosa, CA 95401
- If the Memorandum of Understanding Renewal is not executed by the School Entity prior to the scheduled payment date of any Grant payment installment, that payment shall be forfeited.

Unified Special Olympics Sports/Seasons to be Offered:

- Fall/Soccer
- Winter/Basketball
- Spring/Track & Field- 2 events High School and Elementary
- Young Athlete Day(s)

PART II: 2023 – 2024 ANNUAL PLAN

The School Entity understands that the success of reaching the goals and objectives set forth in the Annual Plan may impact subsequent funding from Special Olympics to the School Entity. All terms below are defined in the School Partnership Program Definitions sheet previously provided to the School Entity by Special Olympics.

	2023-2024 Goals	2022-2023 Actuals	2021-2022 Actuals	2018-2019 Actuals
Unified Sports Participants (Total Unified Athletes and Unified Peers)	1,500	1,265	550	853
Unified Sports Athletes (Special Education Athletes)	1,000	904	409	473
Unified Sports Peers (General Education Peers)	500	361	141	380
# of Unified Champion Schools	10	7	7	5
# Participating Schools	30	25	17	21
Young Athletes Program Opportunities	5	3	2	4
Total Students Impacted (Total Traditional Athletes, Unified Athletes, Unified Peers, WSE, IYL)	6,000	5,522	2,204	3,119

Inclusive Youth Leadership:

1. Work with Special Olympics staff to identify new members of the Unified Youth Activation Committee (YAC), with at least one peer and one athlete for the Special Olympics Northern California YAC.
2. Continue to grow the partnership of Leadership classes and Best Buddies Clubs between Sonoma County High Schools and Middle Schools.

The annual plan for the 2023-2024 school year is formulated based on the 2022-2023 school year results.

PART III: 2022-2023 SCHOOL YEAR RECAP

Schools Participation

	2022-2023 Goals	2022-2023 Actuals	2021-2022 Actuals	2018-2019 Actuals
# Schools Participating in Program	25	25	17	21
# Schools Participating in Sport	25	25	17	21
# Unified Champion Schools	9	7	7	5
Young Athletes Program Opportunities	4	3	2	4

Student Participation

	2022-2023 Goals	2022-2023 Actuals	2021-2022 Actuals	2018-2019 Actuals
Unified Sports Participants (Total Unified Athletes and Unified Peers)	1,200	1,265	550	853
Unified Sports Athletes (Special Education Athletes)	600	904	409	473
Unified Sports Peers (General Education Peers)	600	361	141	380
Total Students Impacted (Total Traditional Athletes, Unified Athletes, Unified Peers, WSE, IYL)	3,500	5,522	2,204	3,276
# of Schools Participating in Whole School Engagement	8	7	7	4

Unified Champion School 2022-2023 to date

School	2022-2023 Finished Status	2021-2022 Finished Status	2020-2021 Finished Status	2019-2020 Finished Status	2018-2019 Finished Status
Comstock Middle	Unified Sports	Unified Sports	Unified Sports	Unified Sports	Unified Sports
Cook (Lawrence) Middle	N/A	N/A	Unified Sports	Unified Sports	Unified Sports
Elsie Allen High	Unified Sports	Unified Sports	Unified Sports	Unified Sports	Unified Sports
Lawrence E. Jones Middle	N/A	N/A	Champion	Unified Sports	Unified Sports
Hidden Valley Elementary	N/A	Champion	Champion	Champion	Unified Sports
Madrone Elementary	N/A	N/A	Unified Sports	N/A	N/A
Manzanita Elementary School	Unified Sports	Unified Sports	N/A	N/A	N/A
Maria Carrillo High	N/A	N/A	Unified Sports	N/A	Unified Sports
McNear Elementary	N/A	Unified Sports	Unified Sports	N/A	N/A
Miwok Elementary	Champion	N/A	N/A	Champion	Champion
Montgomery High	Champion	Champion	Champion	Champion	Champion
Petaluma High	Champion	N/A	N/A	N/A	N/A
Petaluma Junior High	Champion	N/A	N/A	N/A	N/A
Piner High	N/A	N/A	Unified Sports	N/A	N/A
Rincon Valley Middle	Unified Sports	Unified Sports	N/A	Unified Sports	Unified Sports
Roseland Elementary	Champion	Unified Sports	N/A	N/A	N/A
Santa Rosa High	Champion	Champion	Champion	Champion	Champion
Santa Rosa Middle	N/A	N/A	Champion	Unified Sports	Unified Sports
Slater Herbert Middle	Unified Sports	Champion	Unified Sports	Unified Sports	Unified Sports
Spring Creek Matanzas	N/A	N/A	Champion	Unified Sports	Champion
Steele Lane Elementary	Unified Sports & IYL	Champion	Unified Sports	Champion	Unified Sports & IYL

Windsor High	Champion	Champion	Champion	Unified Sports	Champion
Windsor Middle	Unified Sports	Champion	N/A	Unified Sports	Unified Sports

Reviewed by: _____

Date: _____

Contract	
DUE BACK BY:	Sep 12, 2023
CM Contract #	4876
Date of Contract:	Jun 2, 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 9/12/2023 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

Date: 8/28/2023

For Client

Signature: _____ Date: _____

Name: _____ Title: _____

Organization: Montgomery High School

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

Contract	
DUE BACK BY:	Jul 3, 2023
CM Contract #	4875
Date of Contract:	Jun 2, 2023

Fax back to
Community Matters
707-823-3373

**Contract
between**

Community Matters - A California Not For Profit Corporation **and** **Helen Lehman 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"

1700 Jennings Ave
Santa Rosa CA 95401
707-890-3935
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: Helen Lehman Elementary School Santa Rosa CA	
	On: October 9-10, 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:	Jul 3, 2023
CM Contract #	4875
Date of Contract:	Jun 2, 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 7/3/2023 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

Rescheduling or Cancellation:

Total Awards -\$7,200.00

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: 6/2/2023

For Client

Signature: Christina Cena

Date: 6/12/23

Name: Christina Cena

Title: principal

Organization: Helen Lehman Elementary School

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

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: Santa Rosa City Schools

What organization should be billed for this service?

Name Hidden Valley Elem.

Department _____

Address 3435 Bounta Vista Lane

City, State, Zip Santa Rosa

Accounts Payable Email bcoscarelli@srcs.k12.ca.us

Accounts Payable Contact _____

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

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

- No
- 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 cancellation 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.

Contract	
DUE BACK BY:	Jun 15, 2023
CM Contract #	4874
Date of Contract:	Jun 1, 2023

Fax back to Community Matters 707-823-3373

**Contract
between**

Community Matters - A California Not For Profit Corporation **and** **Hidden Valley 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"

3555 Parker Hill Road
Santa Rosa CA 95404
707-890-3925
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: Hidden Valley Elementary School Santa Rosa CA	
	On: Nov. 30 & Dec 1, 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	-\$6900.00
	CM Grant	-\$300.00
	Service Subtotal:	\$0.00

Contract	
DUE BACK BY:	Jun 15, 2023
CM Contract #	4874
Date of Contract:	Jun 1, 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 6/15/2023 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

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.

Total Awards -\$6,900.00

Total Discount -\$300.00

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: 6/1/2023

For Client

Signature: *Brad Coscarelli*

Name: **Brad Coscarelli**

Organization: Hidden Valley Elementary School

Date: *6/1/23*

Title: **Principal**

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: Hidden valley elem. Role: Principal
 Phone: 707-890-3925 Email: _____
 Principal Name: Brian Coscarelli Email: _____
 School: Hidden Vally Elem. District: Santa Rosa City Schools
 City: Santa Rosa County: Sonoma State: CA Zip: 95403
 Grades of School: Pre-sch - 6th # of students: 460 # of campus staff: 65

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: \$7200⁰⁰
 *Amount school can pay: 0
 Total grant request: \$7200⁰⁰

*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:

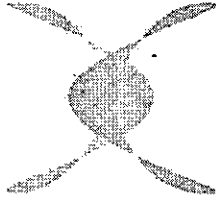
We just started the SSA program last December with a full funding. We would very much like to continue this program for the 23/24 school year!

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

Toolbox.

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: [Signature] Title: Principal Date: 8/1/23



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

SANTA ROSA CITY SCHOOLS SERVICES AGREEMENT

This Agreement, dated as of September 12, 2023, is by and between SANTA ROSA CITY SCHOOLS, hereinafter referred to as the "DISTRICT", and **Integrated Security Controls, Inc.**, hereinafter referred to as the "CONTRACTOR".

WHEREAS, DISTRICT desires to obtain CONTRACTOR for **Maintenance Services for District's Avigilon Camera System**; and,

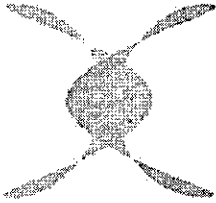
WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to DISTRICT.

NOW, THEREFORE it is agreed that DISTRICT does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Services
Exhibit B Payment Terms
Exhibit C ISC CMAS Contract 3-19-84-0079B

The term of this Agreement shall be from July 1, 2023 through June 30, 2024.

The compensation payable to CONTRACTOR hereunder shall not exceed **Fifty Thousand (\$50,000.00)** per year for the term of this Agreement.



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX: (707)465-6689

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

SANTA ROSA CITY SCHOOLS

DEPARTMENT NAME: IT Department

By: _____
DEPARTMENT HEAD DATE

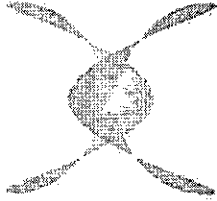
Adrian Bica, IT Director

CONTRACTOR/COMPANY NAME

By: 

NAME AND ADDRESS OF CONTRACTOR:

John Pegram – CEO Integrated Security
3401 Industrial Dr
Santa Rosa, CA 95403



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-8789 | FAX (707)455-6689

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the DISTRICT in any capacity whatsoever, and DISTRICT shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

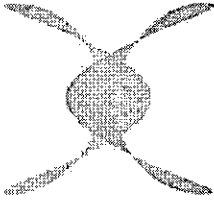
CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold DISTRICT harmless from any and all liability which DISTRICT may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of DISTRICT.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and DISTRICT laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of DISTRICT is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the DISTRICT agency concerned.

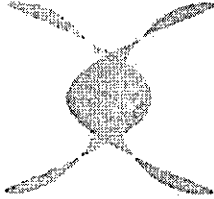
Notwithstanding the foregoing, if the DISTRICT determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6688

- withholding, DISTRICT may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.
2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of DISTRICT. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
 3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the DISTRICT maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
 4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from DISTRICT any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
 5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold DISTRICT harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

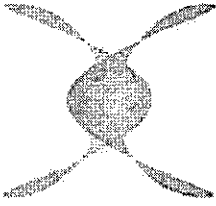


INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

- b. **Accidents:** If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR promptly submit to DISTRICT a written report, in such form as may be required by DISTRICT of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of DISTRICT's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the DISTRICT the opportunity to review and inspect such evidence, including the scene of the accident.
6. **PAYMENT:** For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. **TAXES:** Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. **OWNERSHIP OF DOCUMENTS:** CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the DISTRICT and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the DISTRICT, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by DISTRICT to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the DISTRICT and any assignee of the



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

DISTRICT an express royalty – free license to retain and use said Documents and Materials. The DISTRICT's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the DISTRICT harmless from any claims for infringement of patent or copyright arising out of such selection.

The DISTRICT's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

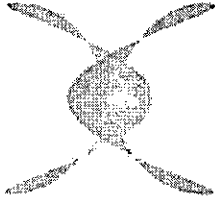
9. **CONFLICT OF INTEREST:** The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. **NOTICES:** All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. **Certified Mail:** When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on



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the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

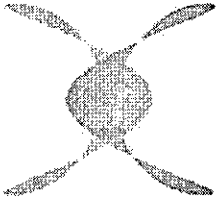
To DISTRICT: Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95411

To CONTRACTOR: Integrated Security Controls, Inc
3401 Industrial Dr
Santa Rosa, CA 95403
ATTN: John Pegram

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

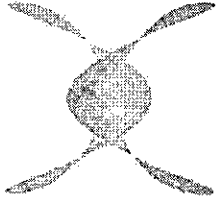
11. USE OF DISTRICT PROPERTY: CONTRACTOR shall not use DISTRICT property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.



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- b. CONTRACTOR shall, if requested to so do by the DISTRICT, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the DISTRICT, CONTRACTOR shall provide the DISTRICT with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the DISTRICT's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any DISTRICT facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a DISTRICT facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the DISTRICT department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the DISTRICT Executive Office.
16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the DISTRICT, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the DISTRICT, and shall furnish to the DISTRICT, within sixty (60) days after examination, its authorized agents, officers or



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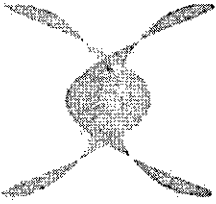
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employees such other evidence or information as the DISTRICT may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with DISTRICT requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement, and will make such books and records available to the DISTRICT for inspection at a location within DISTRICT or CONTRACTOR shall pay to the DISTRICT the reasonable, and necessary costs incurred by the DISTRICT in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs.

CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The DISTRICT further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the DISTRICT, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the DISTRICT makes the final or last payment or within four (4) years after any pending issues between the DISTRICT and CONTRACTOR with respect to this Agreement are closed, whichever is later.

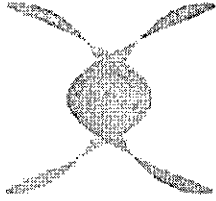
17. **DOCUMENTS AND MATERIALS:** CONTRACTOR shall maintain and make available to DISTRICT for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by DISTRICT), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the DISTRICT's last payment to CONTRACTOR under this Agreement.
18. **TIME OF ESSENCE:** Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. **TERMINATION:** The DISTRICT has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the DISTRICT should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.



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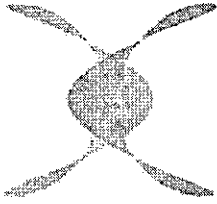
20. **NON APPROPRIATION:** If DISTRICT should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, DISTRICT may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, DISTRICT shall remit payment for all products and services delivered to DISTRICT and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
23. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of DISTRICT, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of DISTRICT in each instance.
24. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between DISTRICT and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
25. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.



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26. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
27. **ASSURANCE OF PERFORMANCE:** If at any time the DISTRICT has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, DISTRICT may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of DISTRICT's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
28. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the DISTRICT's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without DISTRICT's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
29. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
30. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of



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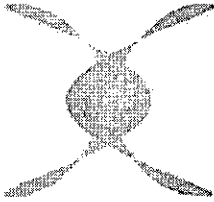
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them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

31. **PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to DISTRICT under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless DISTRICT of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. DISTRICT will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without DISTRICT's prior written consent, to any settlement, which would require DISTRICT to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
 - b. If CONTRACTOR is obligated to defend DISTRICT pursuant to this Section 32 and fails to do so after reasonable notice from DISTRICT, DISTRICT may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to DISTRICT any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with DISTRICT's defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for DISTRICT the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
 - d. Notwithstanding this Section 32, DISTRICT retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

32. **OTHER AGENCIES:**

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract.



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Exhibit A

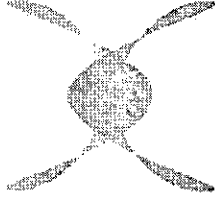
Services and Phone Support

Services will be performed on a Time and Materials basis as the need arises. Phone Support will be charged in rounded-up, quarter-hour increments.)

Equipment still under Manufacturer Warranty will be returned for repair or replacement. In the event that the Manufacturer will not provide advance replacement of parts, spares may need to be purchased by the DISTRICT. CONTRACTOR will install materials replaced under a manufacturer's warranty at the hourly rate described in this agreement.

- Emergency Repairs
- Emergency Software Updates
- Emergency Consultation

Emergency Service is available 24/7 with overtime rates applicable after normal business hours. (See Exhibit B – Fee Schedule)

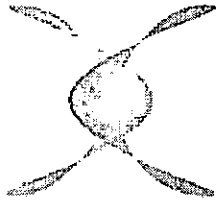


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The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]



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EXHIBIT B

PAYMENT TERMS

Hourly Rates (On Site and Phone Support)

Standard Rates Apply (Monday – Friday, 8AM – 5PM).
Overtime Rates apply all other times.

	Standard	Overtime
Project Manager	\$ 135.00	\$ 202.50
Programming	\$ 135.00	\$ 202.50
Field Technician	\$ 135.00	\$ 202.50

Materials

Materials will be invoiced at CONTRACTOR's cost plus 20 percent. The total cost invoiced to the DISTRICT shall not exceed the price listed on CONTRACTOR's CMAS contract 3-19-84-0079B.

[END OF PAYMENT TERMS]

SERVICE ORDER FORM



989 Market St
San Francisco, CA 94103

SUBSCRIBER INFORMATION

Sold To:

Subscriber Legal Name: Santa Rosa City Schools
Address: 211 Ridgeway Ave
Santa Rosa
California
95401
United States

Bill To:

Accounts Payable Contact: Beatrice Gonzales
Address: 211 Ridgeway Ave
Santa Rosa
California
95401-4320
United States

Email: bgonzales@srcs.k12.ca.us
Phone: 7075285411

SUBSCRIPTION DETAILS

Currency: USD **Payment Frequency:** Annual **Service Start Date:** Sep 30, 2023
Payment Terms: Net 30 **Service End Date:** Sep 29, 2024
Payment Method: Check

ORDER DETAILS

Zendesk ID: 2323466, Subdomain: srcshelp, Sep 30, 2023 to Sep 29, 2024

Product Name	# of Months	List Price	Effective Price	Qty	Line Item Total
Zendesk Suite - Enterprise (Per Agent)	12	219.00	160.55	23	44,311.80
Subtotal:					44,311.80

Grand Total: 44,311.80

*** First Invoice Total Due:** 44,311.80

*The First Invoice Total calculation is determined by the Payment Frequency displayed above and may differ from the Grand Total in cases where this Payment Frequency is a shorter term than the Subscription Term (determined by the Service Start Date and the Service End Date).

SPECIAL TERMS AND NOTES

The Subscription Charges provided in this Service Order shall increase in each subsequent Subscription Term by seven percent (7%) per annum, not to exceed Zendesk's then-current List Price.

Notwithstanding anything to the contrary in the agreement or this Service Order, any renewal in which Subscriber downgrades its Service Plan or decreases the number of Agents shall result in new Subscription Charges at renewal despite the prior Subscription Term(s) Subscription Charges. Any one-time discounts provided in this Service Order shall not apply to any subsequent Subscription Term(s).

TERMS AND CONDITIONS

The products and services provided by Zendesk under this Service Order Form ('Order Form') are governed by and subject to the Main Services Agreement found at: <https://www.zendesk.com/company/agreements-and-terms/main-services-agreement> unless there is a separately negotiated agreement between you and Zendesk along with the Privacy Notice found at: <https://www.zendesk.com/company/agreements-and-terms/privacy-notice> (collectively, the 'Agreement').

The Agreement exclusively governs the relationship and agreement between Zendesk and Subscriber related to the Services (as defined in the Agreement) and Consulting Services (as defined in the Agreement); and, supersedes any other agreement/purported terms of any type, including, without limitation, the terms of any purchase order or other ordering document that may be referenced herein or otherwise issued by Subscriber. No purported modification of the Agreement by Subscriber or any terms or conditions of any purchase order or other similar document shall have any force or effect regardless of any statement to the contrary in such modification, purchase order or other document. This Order Form shall be subject to, and Subscriber hereby unconditionally accepts, the Agreement, except to the extent the Agreement is expressly modified herein. Upon Subscriber executing this Order Form, the Agreement shall become legally binding between the parties.

The Subscription Term for any Agents added by Subscriber after the beginning of the then- current Subscription Term ('Additional Agents') shall be coterminous with the then current Subscription Term for the existing Agents. Subscription Charges for Additional Agents shall be at the Subscriber's Subscription Charges under the then current Subscription Term, unless otherwise expressly agreed by the parties in writing. Any discount provided to Subscriber is applicable only to the initial Subscription Term detailed in this Service Order, unless otherwise expressly agreed by the parties in writing, and will not be applied to any subsequent Subscription Term.

Payments made by credit card or debit card are billed and processed by Zendesk, Inc. if denominated in U.S. dollars and by Zendesk International Ltd (Registration No. 519184) if denominated in a currency other than the U.S. dollar. To the extent that any such entity billing or processing this transaction (the 'Zendesk Payment Agent') is not Zendesk, Inc., the Billing Entity is acting solely as a billing and processing agent for and on behalf of Zendesk, Inc. for the economic benefit of Zendesk, Inc. in its role as principal and the Zendesk Payment Agent has no interest in the payments. You are contracting with and the Services and Consulting Services are provided and delivered by Zendesk, Inc.

PURCHASE ORDER OPTIONS

My organization requests you reference a Purchase Order (PO#)

Subscriber acknowledges and agrees that any reference to a purchase order in this Order Form or any associated invoice is solely for Subscriber's convenience in record keeping, and no such reference or any delivery of Services to Subscriber following receipt of any purchase order shall be deemed an acknowledgement of or agreement to any terms or conditions associated with any such purchase order or in any way be deemed to modify, alter, supersede or supplement the Agreement. The terms and conditions of the Agreement are the exclusive agreement of the parties with respect to the subject matter hereof and no other terms or conditions shall be binding upon Zendesk or otherwise have any force or effect.

SIGNATURES

By signing this Order Form the Subscriber authorizes that it has read it and agrees to its terms.

Subscriber Signature:

Title:

Print Name:

Date:



HUMANIDAD
Therapy & Education Services
HUMANIDADTHERAPY.ORG

Youth Group Convivencia Info Sheet and Memorandum of Understanding

August 23, 2023

Dear Partners,

Thank you for the opportunity to partner with you. This document describes briefly about Humanidad Therapy & Education Services, the *Convivencia* research project, and partner agreements, memorandum of understanding.

The mission of Humanidad is to strengthen Latinx lives by increasing access and utilization of culturally proficient community mental health resources. We transcend barriers and reduce stigma by providing bicultural therapist training, community education, and culturally sensitive therapy services for individuals, groups and families.

Convivencia Evaluation Project

Humanidad has been recognized by the California Department of Public Health, Office of Health Equity for its blending of cultural practices with therapy principles and practice. The Department of Public Health is funding Humanidad to test if the community defined practice of *Convivencia* combined with group therapy helps improve mental health. Prior to the State funded Evaluation Project, Humanidad facilitated *Convivencias* and clients reported feeling better. *Convivencia* is a practice that Latinos have engaged in for generations, as a way to come together for social functions. Humanidad layers the cultural practice of *Convivencia* with a therapeutic process for addressing challenges in participants' lives. Group *Convivencia* is an 8 week therapeutic support group. The therapy group is co-facilitated by therapists who are bilingual, bicultural, and licensed or registered with the California Board of Behavioral Sciences. Additionally, Humanidad Education Services has been granted IRB approval to provide Youth Group *Convivencias* at our local Schools.

Convivencia is an open and inviting communal gathering to share personal life experiences with mutual understanding and respect. As a group therapy designed by Humanidad, it encourages peer-to-peer support with a focus on meaningful communication for increased mental health wellness. It also helps to reduce stigma and exclusion by engaging Latinos in a non-threatening practice that is culturally understood and accepted.

What happens during Group Convivencia?

We start by welcoming participants at the beginning of every session to a snack service. Participants are greeted by a cultural display at the center of a small circle of chairs and music playing in the background. Participants check in, exchange communication. Facilitators stop the music and bring participants together to begin the group session. Participants are invited to share issues or challenges that may be impacting them, or something that's on their mind. Myriad topics such as sociocultural stressors, including racism, poverty, acculturation, threats by immigration, family loyalty, family dislocation, separations, child rearing, and dynamics with romantic partners, for example are shared. Clinicians



HUMANIDAD

Therapy & Education Services
HUMANIDADTHERAPY.ORG

provide a therapeutic container of process and reflection. Humanidad staff refer participants to resources in the community and individual therapy if needed.

Summary *Group Convivencia* participants regard the program as an effective intervention for emotional and mind care, as demonstrated through voluntary anonymous feedback. Participants are encouraged to observe their thoughts and develop attunement to their feelings. Through the *Convivencia* framework of sharing stories, experiences, and hopes, healing is reached.

Humanidad is available for staff training on mindfulness, mental health lectures/dialogues and *Community Convivencias*, a one time gathering for students, parents/caregivers at your school. Thank you for your partnership. My telephone number is 707-525-1515 Ex. 103. My email is, ivera@humanidadtherapy.org

Sincerely, Imelda Vera

Memorandum of Understanding

Partner Expectations

- Partners will help recruit 7 to 11 Bilingual speaking youth participants.
- Partners will provide a comfortable setting suitable for the confidential group therapy process to take place. The space required is for 1.5 hours per week for 8 consecutive weeks.
- Partners will provide clinicians access to a room where therapy will be facilitated. Partner will provide the cell phone number and names of on site custodians.
- Partner will provide access to kitchenette facilities, a small sink and microwave.
- Partner will provide a storage area for tea service materials to be left week after week.

Humanidad Commitments and Requests

- Humanidad will provide two experienced clinicians to facilitate group therapy.
- Humanidad requests wi-fi access.
- Humanidad will complete intakes and provide the School Counselors permission slips for youth to take home and return to the School Counselors, filled-out by their parents. Additionally, the Humanidad Clinical team will obtain consent from every youth participant.
- Humanidad will provide snack service.
- Youth Group Convivencia, due to this being a research study, participants are invited to volunteer to complete a pre and post survey.



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Signature

Title

Date

Signature

Title

Date

Signature

Title

Date

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF SANTA ROSA AND
THE _____ SCHOOL DISTRICT FOR EMERGENCY RESPONSE**

This Memorandum of Understanding for Emergency Response (“**MOU**”) is made on _____ (“**Effective Date**”) by and between the City of Santa Rosa, a municipal corporation located at _____ (“**City**”) and the _____ School District located at _____ (“**District**”). City and District are sometimes referred to individually as “**Party**” and collectively as “**Parties**”.

RECITALS

A. This MOU, along with its supporting exhibits and addendum, provide the framework for a collaborative effort between the City and District to provide various Facilities, Equipment and/or Services following and emergency or disaster (both hereinafter referred to as “**Emergency**”), including, without limitation emergency temporary mass care shelters for displaced community members, emergency medical treatment and/or inoculations sites, and logistic staging areas (including for food service and other critical supplies) for emergency response and recovery efforts (collectively, “**Emergency Response**”).

B. Now, therefore, City and District agree as follows:

AGREEMENT

Section 1. SCOPE OF EMERGENCY RESPONSE

A. Facilities, Equipment and Services Defined. For purposes of this MOU, “**Facilities**”, “**Equipment**” and/or “**Services**” means those locations, items and/or tasks specified on an Emergency Response Request(s).

B. Emergency Response Requests

- (i) For purposes of this MOU, an “**Emergency Response Request**” from City is a written request from City, in advance for Emergency Response from District.
- (ii) An Emergency Response Request from City may be provided to District substantially in the form of Addendum No.1 or in other written form; provided, however, that District will not provide Emergency Response prior to receiving an Emergency Response Requests from City that, at a minimum:
 - (a) Is written, and provided by City to District in advance of the provision of Facilities, Equipment and/or Services;
 - (b) Includes information regarding Facilities and Equipment to be used, and Services to be provided; and
 - (c) Be signed or expressly initiated (including via email) by an authorized City representative.
- (iii) The City is under no obligation to issue Emergency Response Requests under this MOU.

- (iv) After the City provides an Emergency Response Request, District agrees to respond with information about its available resources related to the requested Facilities, Equipment and/or Services, including, where possible inventory, delivery timelines and availability.
- (v) Where an Emergency Response Request is accepted by City and District, the Parties agree, upon execution of that Emergency Services Request by the Parties, the Emergency Services Request is a separate contract for services and that the Emergency Response Request incorporates all terms and conditions of this MOU.

C. No Self-Deployment Under an Emergency Response Request

- (i) For purposes of this MOU, “**Self-Deployment**” means District responds without an Emergency Response Request from City and/or otherwise provides Facilities, Equipment and/or Services beyond those authorized by City in an Emergency Response Request.
- (ii) District will only provide disaster related Facilities, Equipment and/or Services upon receiving specific, advance written direction of the City under an Emergency Response Request. District will not engage in Self-Deployment to provide any Facilities, Equipment or Services under this MOU without prior written City authorization using an Emergency Response Request.
- (iii) District understands and agrees that City does not take such responsibility for any such self-deployment, and that self-deployment without advance City authorization may result in District costs not being reimbursed, by City; provided, however, that City recognizes that Self-Deployment may occur during chaotic or catastrophic circumstances where District sees a need and has the ability to assist. Under such circumstances, District shall at the earliest opportunity notify the City, and provide any documentation requested by City and the City agrees to cooperate with District to seek reimbursement for such Emergency Response, where it is available.

Section 2. RESPONSIBILITIES UNDER THE MOU

A. For City:

- (i) Except as identified in an express cost-allocation set forth in an Emergency Response Request, City agrees to reimburse all actual, reasonable and documented City-incurred, and or District-incurred costs associated with Emergency Response provided subject to an Emergency Response Request. Self-Deployment will not be reimbursed by City.
- (ii) City agrees to provide all equipment and supplies necessary for operations, if the District cannot furnish same.
- (iii) City agrees to provide additional personnel, as needed, to support District when those resources are available to the City.
- (iv) City agrees to reimburse District for actual costs for damage (beyond normal wear and tear) related to Emergency Response, where District provides to City’s reasonable satisfaction, inventory information, actual cost information, and/or other information establishing such damage

B. For District:

- (i) District, after meeting its Emergency Response needs for its faculty/staff and students, desires to permit, to the extent possible and upon receipt of an Emergency Service Request from City, the use of certain District Facilities and Equipment and/or to provide certain Services for various Emergency Response purposes, as described herein. Such Facilities and Equipment may be used and/or Services provided as Emergency Response.
- (ii) District warrants that it is authorized and that the Facilities and/or Equipment are suitable for use for Emergency Response purposes and that District has the skills, training and expertise necessary to perform any Services requested for Emergency Response.
- (iii) Except as specified in an Emergency Response Request, District agrees that it will provide its own personnel with necessary Emergency Response training.
- (iv) District agrees that prior to releasing a Facility or Equipment for use by City, it will evaluate the Facility, document its current condition (including with photos where possible) and, to the extent possible, secure any valuable property not required for Emergency Response.
- (v) All District records submitted to City must clearly identify the Facilities, Equipment, and/or Services (including all goods and supplies) and the date provided, and any other information reasonably requested by City to ensure compliance with local, state and federal recordkeeping and retention requirements.

Section 3. TERM, TERMINATION

- A. Term of MOU. The term of this MOU begins on the Effective Date and ends when all Emergency Response Requests have expired or been terminated, or no later than five (5) years from the Effective Date, whichever is longer.
- B. Termination. Either party has the right to terminate an Emergency Response Request and/or this MOU at any time by giving thirty (30) days advance written notice of termination to the other party. A notice of termination with respect to the MOU shall effect a termination of any and all outstanding Emergency Response Requests, unless otherwise specified in the notice. A notice of termination with respect to an Emergency Response Request shall not terminate this MOU or any other outstanding Emergency Response Request. If a party gives notice of termination, the other party will take reasonable steps to stop incurring costs.

Section 4. MOU ADMINISTRATOR

For City, this MOU shall be administered by the Director of Emergency Services (City Manager), Emergency Preparedness Manager or designee, who will act as City's representative. For District, this MOU shall be administered by [REDACTED], who will act as the District's representative. These points of contact, or their documented designees are the only representatives under this MOU with the authority to act, or to request or deploy Facilities, Equipment and/or Services under this MOU.

Section 5. COMPENSATION & INVOICING

- A. Not-to-Exceed Amount. Notwithstanding any other provision of this MOU to the contrary, the total amount City agrees to expend under this MOU shall in no event exceed **one hundred and fifty thousand dollars (\$150,000)**.

- B. Invoices/Documentation of Costs. District agrees to document all costs related to its Emergency Response in response to a City Emergency Response Request in a form reasonably acceptable to City and to submit such documentation to City on a timeline reasonably requested by City, and as soon as practicable after the Emergency Response has concluded.

Section 6. INDEMNIFICATION

- A. District shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents ("Indemnified Parties") from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of District, its officers, employees, or agents, in said performance of professional services under this MOU, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.
- B. The existence or acceptance by City of any of the insurance policies or coverages described in this MOU shall not affect or limit any of City's rights under this Section, nor shall the limits of such insurance limit the liability of District hereunder. The provisions of this Section survive any expiration or termination of this MOU.

Section 7. INSURANCE

District and any District contractors agree to obtain and maintain in full force and effect during the Term of this MOU and/or an Emergency Response Request, insurance types with limits reasonably acceptable to City, including without limitation covering City as an additional insured, to cover the Emergency Response contemplated under this MOU. District agrees to provide City with documentation reasonably satisfactory to City to ensure District carries adequate insurance, including through evidence of self-insurance that is provided and deemed satisfactory to City. District agrees to maintain and/or renew such coverage over the Term, (ii) provide the City notice of any changes, modifications, or reductions in coverage, and/or (iii) to provide City with evidence of renewal as requested.

Section 8. FEDERAL PROVISIONS

In its provision of Facilities, Equipment and/or Services under this MOU and/or any Emergency Response Request(s), District is aware of and agrees to comply with all applicable federal and state provisions, including those specifically set forth in Addendum No. 2 to this MOU, and in an Exhibit to an Emergency Response Request (as necessary). In the event of a conflict or inconsistency between any provision in any such Exhibit with federal and state provisions and any other provision of this MOU and/or an Emergency Response Request, the more stringent provision shall control and prevail.

Section 9. NOTICE. Any written notices under this MOU should be sent to:

- A. For City: Neil Bregman, Emergency Preparedness Manager
[add contact info]

With copies to: Office of the City Attorney
ATTN: City Attorney
[address info]

B. For District: [Please provide]

Section 10. MISCELLANEOUS

- A. Order of Precedence. In the event of any conflict or inconsistency between this MOU and the attached Addenda or Emergency Response Requests, the order of precedence is as follows: this MOU, Addenda and then the Emergency Response Request.
- B. Amendments. Changes to the MOU may be authorized only by written amendment to this MOU, signed by both Parties.
- C. Compliance with Law. Parties shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the Services provided under this MOU.
- D. Assignment and Delegation. Parties shall not assign, delegate, sublet, or transfer any interest in, or duty under, this MOU without the prior written consent of the other Party.
- E. Survival of Terms. All express representations, waivers, indemnifications, and limitations of liability included in this MOU will survive its completion or termination for any reason.
- F. No Waiver of Breach. The waiver of any breach of any term or promise contained in this MOU shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this MOU.
- G. Severability. If a court of competent jurisdiction finds any provision of this MOU is invalid, void or unenforceable, the provisions of this MOU not so adjudged will remain in full force and effect.
- H. No Third-Party Beneficiaries. Nothing contained in this MOU shall be construed to create and the Parties do not intend to create any rights in third parties.
- I. Independent Organization Status. At all times, the District shall be an independent agency working at the request and direction of the City to provide disaster related services for the benefit of disaster survivors.
- J. Interpretation. All Recitals set forth above are fully incorporated into this MOU. The captions in this MOU are for convenience only and shall have no effect upon the construction or interpretation of the MOU.
- K. Counterparts & Electronic Signature. This MOU and future documents relating thereto may be executed in two or more counterparts, each of which will be deemed an original and all of which together constitute one agreement. Counterparts and/or signatures delivered by facsimile, pdf or City-approved electronic means have the same force and effect as the use of a manual signature. Both City and District wish to permit this MOU and future documents relating thereto to be electronically signed in accordance with applicable federal and California law. Either party to this MOU may revoke its permission to use electronic signatures at any time for future documents by providing notice pursuant to the MOU. The Parties agree that electronic signatures, by their respective signatories are intended to authenticate such signatures and to give rise to a valid, enforceable, and fully effective MOU. The City reserves the right to reject any digital signature that cannot be positively verified by the City as an authentic electronic signature.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, City and District have executed this MOU as set forth below.

CITY: CITY OF SANTA ROSA,
a municipal corporation

By: _____

Date: _____

APPROVED AS TO FORM FOR CITY:

By: _____
Office of the City Attorney

DISTRICT:

By: _____

Date: _____

APPROVED AS TO FORM FOR DISTRICT:

By: _____
District Counsel

Addendum No. 1 – Form of Emergency Response Request
Exhibit A - Additional Description of Scope (*Optional*)

Addendum No. 2 – Applicable Federal and/or State Provisions (*If any*)

ADDENDUM NO. 1 - Form of City Emergency Response Request

EMERGENCY RESPONSE REQUEST (“ERR”)

ERR No. [redacted]

A State of Emergency due to {enter name of specific disaster; and FEMA DR number, if available} and the City has determined that extraordinary assistance is needed to provide life critical services to disaster survivors and has submitted a request for support to District.

City Contact with Authority to Act Under this ERR:

District Contract with Authority to Act Under this ERR:

Target Start Date: _____ **Target End Date:** _____

Not-to-Exceed Amount for ERR: _____

ERR Scope of Services: See Exhibit A to this ERR. DISTRICT WILL NOT SELF-DEPLOY AND PROVIDE FACILITIES, EQUIPMENT AND/OR SERVICES BEYOND THOSE SET FORTH IN EXHIBIT A.

TERMS AND CONDITIONS: This ERR is issued and entered into as of _____ (“ERR Effective Date”) in accordance with the terms and conditions set forth in the “Memorandum of Understanding between the City of Santa Rosa and the [redacted] School District for Emergency Response” dated [redacted], which is hereby incorporated and made part of this ERR.

Any other written requests related to this ERR are incorporated into this ERR by attachment as Exhibit A to this ERR. The Parties agree all Facilities, Equipment and/or Services will be provided in accordance with all applicable local, state and/or federal requirements, including, without limitation those attached to the MOU as Addendum No. 2. Where there is a conflict between the MOU, this ERR, or the Exhibits, the stronger provision will control.

IN WITNESS WHEREOF, City and District have executed this MOU as set forth below.

CITY OF SANTA ROSA,
a municipal corporation

_____ SCHOOL DISTRICT

By: _____

By: _____

Date: _____

Date: _____

APPROVED AS TO FORM FOR CITY:

APPROVED AS TO FORM FOR DISTRICT:

By: _____
Office of the City Attorney

By: _____
Office of the City Attorney

EXHIBIT A - Additional Description of Scope (Optional – Attach any email or other written request)

Exhibit A to ERR No. _____

[to be attached with issuance of ERR]

ADDENDUM NO. 2

FEDERAL AND/OR STATE PROVISIONS

[By way of example, see City's current FEMA provisions used for prior disaster below, currently under revision to account for 2020 changes to federal regulations]

A. Definitions

1. **Government** means the United States of America and any executive department or agency thereof.
2. **FEMA** means the Federal Emergency Management Agency.
3. **Third Party Subcontract** means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with Federal assistance originally derived from the Federal Emergency Management Agency.

B. Federal Changes

1. Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of this Agreement, included but not limited to those requirements of 2 C.F.R. §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, which is included herein by this reference. Contractor's failure to so comply shall constitute a material breach of this Agreement.
2. Contractor agrees to include the above clause in each third-party subcontract financed in whole or in part with Federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

C. Compliance with the Contract Work Hours and Safety Standards Act.

Pursuant to section 3701 of title 40 of the United States Code, this Section C shall apply to Contractor in the event the amount payable under this Agreement exceeds \$100,000 and may involve the employment of mechanics or laborers.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1) of this section Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for

liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. Withholding for unpaid wages and liquidated damages. City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
4. Subcontracts. Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

D. Clean Air Act and Federal Water Pollution Control Act

This Section D shall apply in the event the amount payable under this Agreement exceeds \$150,000.

Clean Air Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §§ 7401 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. Contractor agrees to comply with all applicable standards, orders and regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. §§ 1251 *et seq.*
2. Contractor agrees to report each violation to City and understands and agrees that City will, in turn, report each violation as required to assure notification to the State of California, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. Contractor agrees to include these requirements in each subcontract exceeding \$150,000

financed in whole or in part with Federal assistance provided by FEMA.

E. Suspension and Debarment

1. This Agreement is a covered transaction for purposes of title 2 Code of Federal Regulations parts 180 and 3000. As such, Contractor is required to verify that none of Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549 “Debarment and Suspension.” Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any third-party subcontracts for any of the work under this Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded for or ineligible for participation in Federal assistance programs under executive Order 12549.
3. Contractor must comply with title 2 Code of Federal Regulations, part 180, subpart C and title 2 Code of Federal Regulations, part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
4. This certification is a material representation of fact relied upon by City. If it is later determined that Contractor did not comply with title 2 Code of Federal Regulations, part 180, subpart C or title 2 Code of Federal Regulations, part 3000, subpart C, in addition to remedies available to the State of California and the City of Santa Rosa, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

F. Procurement of Recovered Materials

1. In the performance of this Agreement, Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—
 - (a) Competitively within a timeframe providing for compliance with the Agreement performance schedule;
 - (b) Meeting Agreement performance requirements; or
 - (c) At a reasonable price.
2. Information about this requirement, along with the list of EPA- designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

G. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by section 1352 of title 31 of the United States Code. Each

tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

H. MBE/WBE REQUIREMENTS

1. Contractor shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible through the "Good Faith Effort" process in 2 C.F.R. § 200.321. Contractor shall document and report its Good Faith Effort processes. Contractor shall also ensure that all of its subcontractors take the affirmative steps required under 2 C.F.R. § 200.321. Affirmative steps must include:
 - (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 - (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 - (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 - (f) Requiring all subcontractors to take the affirmative steps listed in paragraphs (a) through (e) above.

I. MISCELLANEOUS PROVISIONS

1. DHS Seal. Contractor shall not use the Department of Homeland Security ("DHS") seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
2. FEMA Assistance. Contractor acknowledges that FEMA financial assistance will be used to fund this Agreement only. Contractor shall comply with all applicable federal laws, regulations, executive orders, FEMA policies, procedures, and directives.
3. Federal Government Not Party. The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to City, Contractor, or any other party pertaining to any matter resulting from this Agreement.
4. False Claims. Contractor acknowledges that Title 31 United States Code Chapter 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to this Agreement.

J. EQUAL EMPLOYMENT OPPORTUNITY

During the performance of this Agreement, Contractor agrees as follows:

1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
6. In the event of Contractor's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
7. Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

K. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES

1. Definitions. As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—
2. Prohibitions.
 - (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
 - (b) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:
 - (i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;
 - (iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or
 - (iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.
3. Exceptions.
 - (a) This clause does not prohibit contractors from providing—
 - (i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or
 - (ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

- (b) By necessary implication and regulation, the prohibitions also do not apply to:
 - (i) Covered telecommunications equipment or services that:
 - (I) Are not used as a substantial or essential component of any system; and
 - (II) Are not used as critical technology of any system.
 - (ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

4. Reporting requirement.

- (a) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
- (b) The Contractor shall report the following information pursuant to paragraph (4)(a) of this clause:
 - (i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the information in paragraph (4)(b)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

5. Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (5), in all subcontracts and other contractual instruments.

L. DOMESTIC PREFERENCE FOR PROCUREMENTS

- 1. As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to

iron, aluminum, steel, cement, and other manufactured products.

2. For purposes of this clause:

- (a) Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.
- (b) Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

MEMORANDUM

DATE:

TO:

FROM:

SUBJECT: CITY’S POINTS OF CONTACT WITH AUTHORITY TO ACT UNDER CITY-DISTRICT MOU

The following individuals have the authority to act under the *Memorandum of Understanding for Emergency Response (“MOU”)*, dated _____ between the City of Santa Rosa and the _____ School District, including the authority to issue and execute Emergency Response Requests (“ERRs”) on behalf of the City:

First Point of Contact Name:	
Title:	
Cell Phone No.	
Work Phone No.	
Home Phone No.	
Address:	
Email:	
Other:	

Second Point of Contact Name:	
Title:	
Cell Phone No.	
Work Phone No.	
Home Phone No.	
Address:	
Email:	
Other:	

[ADDITIONAL CONTACTS APPEAR ON SECOND PAGE]

///

///

Third Point of Contact Name:	
Title:	
Cell Phone No.	
Work Phone No.	
Home Phone No.	
Address:	
Email:	
Other:	

APPROVED: _____ Date: _____

APPROVED AS TO FORM: _____ Date: _____



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

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

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-6500-0-5770-1180-5175/5875-119/249-5198

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

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**: Steve Mizera Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Proposed Contract Start Date: 8/01/2023 Proposed Contract End Date: 6/30/2024

Requisition #: R24-01636

BUSINESS SERVICES USE ONLY

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

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

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

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

CONTRACTOR's Responsibilities and Duties:

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

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

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 16, 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 **three million eight hundred thousand** Dollars (\$3,800,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Parties agree to a \$47/per hour @ 7 hours per day for the Temporary Support Assistant Assistant.

One hour per week for consultant services at \$110.00 per hour

Additional hours for each may be added with mutual approval as long as does not exceed the approved sum.

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

Services will be provided in alignment with the Contractor provisions outlined below.

-The Contractor will provide appropriately trained employees to fill vacant positions in Special Education classrooms in a timely manner.

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

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

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

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

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

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

	Board Strategic Priorities
X	Priority 1- Life Ready Learners
X	Priority 2- Whole Person Focus
X	Priority 3- High Quality Staff
X	Priority 4- Teaching and Learning Environment and Resources
	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:	CONTRACTOR:
Santa Rosa City Schools	Name: <u>Tricia Longaker, MA. Inspire Behavior</u>
211 Ridgway Ave	Street: <u>470 Hawk Drive</u>
Santa Rosa, CA 95401	City/State/Zip: <u>Petaluma, CA 94954</u>
707-890-3800	Phone: <u>707-535-9144</u>
shoyos@srcs.k12.ca.us	Email: <u>tricia.longaker@gmail.com</u>

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

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

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT.

CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

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

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

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

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Lisa Cavin

Associate Superintendent

shoyos@srcs.k12.ca.us

707-890-3800 x80201

Signature: Tricia Longaker

Print Name: Tricia Longaker

Title: Owner

Email: tricia.longaker@gmail.com

Phone: 707-535-9144



SH Assistant	\$47.00	Full Inclusion, SDC, or combination
RATE SHEET FOR INSPIRE BEHAVIORAL SERVICES 2023-2024		
Supervision/Consultation	\$110.00	Minimum 1 hour/week per case
BCBA	\$110.00	