



October 11, 2023

Santa Rosa City Schools  
Attn: Rocio Miscio

### SERVICE CONTRACT

1. This Service Contract is made and entered into by and between Seidlitz Education and **Santa Rosa City Schools**.
2. Relationship – **Dr. Carol Salva** is conducting business as an employee or independent contractor on behalf of the corporation Seidlitz Education for **Santa Rosa City Schools**.
3. Services: Seidlitz Education agrees to present an **IN PERSON** workshop on the following:

**Topic:** Planning and Goal Setting with District Leadership  
**Date:** December 5, 2023  
**Time:** 8:00am to 3:00pm  
**Books:** SD has books in stock  
**Number of Participants:** 10 people

**Topic:** 7 Steps to a Language-Rich, Interactive Classroom Training, Coaching, and Modeling  
**Date:** December 19, 2023  
**Time:** 8:00am to 3:00pm  
**Books:** 65 – 7 Steps to a Language-Rich, Interactive Classroom books  
**Number of Participants:** Up to 65 people  
**Audience:** K-12 Teachers

**Topic:** 7 Steps to a Language-Rich, Interactive Classroom Training, Coaching, and Modeling  
**Date:** December 20-21, 2023  
**Time:** 8:00am to 3:00pm per day  
**Books:** SD has books in stock  
**Number of Participants:** Up to 65 people per day  
**Audience:** K-12 Teachers

4. Audio Visual/Set Up: **Santa Rosa City Schools** to provide the following items for the speaker: In focus projector, wireless microphone, and speakers. Set Up: Tables to be set in rounds. **Santa Rosa City Schools** to provide the following items for each participant: index cards, post-it notes, pens, highlighters, and blank paper. If these items are unavailable please notify Kathy Belanger @ 210.315.7119
5. Seidlitz Education is not required to provide an ASL interpreter or other interpretive services as part of this service contract. Such services, if necessary, shall be provided by the School District. This applies to both in person services or virtual services.
6. This service contract must be signed by **November 13, 2023** to hold the date of service. If the contract is not signed by **November 13, 2023** it becomes null and void.

**Contract #L1059**

7. Cancellation: If **Santa Rosa City Schools** cancels within 60 days prior to the training date, **Santa Rosa City Schools** will be subject to a \$500.00 cancellation fee. The cancellation fee will be waived if **Santa Rosa City Schools** reschedules within 90 days of the scheduled training date(s). All cancellations must be submitted in writing.

**Please note: Santa Rosa City Schools agrees that if a district consultant agreement/contract is sent for Seidlitz Education, LLC to sign, the above Cancellation policy must be included in the terms of the agreement/contract.**

8. Compensation: For performance of the services described above, satisfactory to **Santa Rosa City Schools**, **Santa Rosa City Schools** agrees to pay **Seidlitz Education located at 638 Camino de Los Mares, Suite H130 \* Box 639 – San Clemente, CA 92673**, a fixed fee based on the following:

Training =	\$4,000.00 per day x 4 days
Materials =	\$1,927.25 for 65 - 7 Steps to a Language-Rich, Interactive Classroom
Shipping and Handling =	\$173.00
Total =	\$18,100.25 (PO to be received on or before November 13, 2023)

**Santa Rosa City Schools, is in agreement that if a PO is not received on or before November 13, 2023, Seidlitz Education has the right to remove the scheduled date from our calendar. Santa Rosa City Schools will be notified via email and/or phone call of the removal from our schedule and has the opportunity to reschedule based on the availability of our Seidlitz Education trainers.**

9. Santa Rosa City Schools agrees that every participant will have a copy of the materials at the training if applicable. Santa Rosa City Schools agrees not to exceed the number of participants listed above unless otherwise negotiated.

**Please note: Seidlitz Education, LLC. believes that to maintain fidelity to the design of the session as well as the content covered, all participants are required to have a book. Not having a copy of the book will hinder not only the attendees ability to fully participate in the learning process, but also opportunities to experience and reflect on strategies to implement for student success.**

10. Governing law: It is understood and agreed that this Contract shall be governed by, construed and enforced in accordance with, and subject to, the laws of the governing venue.

**Dispute Resolution.** Claims and other disputes arising out of or related to the Service Contract shall be resolved exclusively and the parties agree to jurisdiction and the governing law and venue unless otherwise prohibited by law.

In addition, Seidlitz Education is in accordance with the following Texas government codes:

- a. Per Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a “company” without “written verification” in the contract that the contracting vendor does not and will not boycott Israel during the term of the contract.
- b. Per Chapter 2252, Subchapter F of the Texas Government Code F, prohibits Texas Independent School Districts from contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller. This list is available on the State Comptroller’s Office.

11. All materials are copyrighted. Written permission is needed to copy any part of Seidlitz Education materials.
12. **Severability.** If any part of the Agreement shall be deemed by any law, arbitrator, court, or governmental or regulatory authority of competent jurisdiction, to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such part, and the remainder shall be enforced to the fullest extent permitted by law.
13. **Construction.** The Parties agree that all terms of the Agreement have been freely negotiated by experienced, knowledgeable and consenting business persons and that each has been given sufficient opportunity to review and negotiate such terms and obtain advice of independent legal counsel. Accordingly, the Agreement shall not be construed for or against either Seidlitz Education or School District, but shall be enforced in accordance with its plain meaning as negotiated and stated in the Agreement.

**Contract #L1059**

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date and year set forth below:

Signature: *Mónica Lara*  
Mónica Lara, PhD / CEO, Seidlitz Education



Acceptance of Contract

Santa Rosa City Schools, accepts the above contract and the terms and conditions of items 1-12, thereof and will fulfill the payment listed above.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Training Location Address: \_\_\_\_\_

City, State, Zip Code \_\_\_\_\_

County: \_\_\_\_\_

Contact Phone number \_\_\_\_\_ Contact Cell # (emergency only) \_\_\_\_\_