

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (“Agreement”) is dated January 18, 2024 for reference purposes only, and is made by and between the Santa Rosa City Schools (“District”) and **Pacific Tree Care** (“Consultant”), (together, “Parties”).

WHEREAS, Government Code section 53060 authorizes the District to contract with independent entities for the furnishing of special and professional services and advice, if those persons are specially trained and experienced and competent to perform the services required;

WHEREAS, the District is in need of such services and advice and the Consultant warrants that it is specially trained, licensed, experienced and competent to perform the services required by the District;

WHEREAS, the Consultant agrees to perform the services described in this Agreement in accordance with the standards of its profession, to District's satisfaction, and in accordance with this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Services. Consultant shall furnish to the District the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (“Services”).[See proposal attached]

2. Term. This Agreement and the Parties’ obligations hereunder shall commence on January 25, 2024. Consultant shall diligently perform as required and complete performance by March 15, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. Submittal of Documents. The Consultant shall not commence the Services under this Contract until the Consultant has submitted and the District has approved the following documents:

- ___ Signed Agreement
- ___ Insurance Endorsements
- ___ Workers' Compensation Certificate
- ___ Debarment Certification
- ___ W-9 Form
- ___ Scope of Work: attached
- ___ Fingerprinting/Criminal Background Certificate

4. Compensation. District shall pay Consultant for Services satisfactorily rendered pursuant to this Agreement, the sum of Four Thousand – Eight Hundred Dollars (\$4,800). This sum shall be payable in monthly installments. Consultant shall invoice District for services rendered, and District shall pay the undisputed amounts of such invoices within thirty (30) days of receipt of the invoice. Any disputed invoiced amount which cannot be resolved in good faith between the Parties within fifteen (15) business days shall be resolved in accordance with the dispute resolution section of this Agreement.

5. Expenses. Expenses will not be charged for Consultant's performance of these Services, with the exception of *[None]*.

6. Materials. Consultant shall furnish, at its own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this Agreement.

7. Independent Consultant. Consultant, in the performance of this Agreement, shall be and act as an independent consultant. Consultant understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partners, or joint venturers 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 or Worker's Compensation. Consultant 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 Consultant's employees. In the performance of the Services herein contemplated, Consultant shall have the sole authority for controlling and directing the performance of the details of the work. Consultant shall defend, indemnify, and hold harmless the District against any claims that it or any of its employees or agents are employees of the District.

8. Performance of Services / Standard of Care.

8.1. Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession and applicable laws, rules and regulations.

8.1.1. Consultant hereby represents that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

8.1.2. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, and Consultant understands that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

8.1.3. Consultant shall ensure that any individual performing work under the Agreement requiring a California license shall possess all appropriate licenses, and shall have sufficient skill and experience to perform the work assigned to them.

8.2. Consultant and District agree to participate in regular meetings to discuss strategies, timetables, implementation of services, and any other issues deemed relevant to the operation of Consultant's performance of Services.

8.3. The work completed hereunder must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

9. Originality of Services. Except as to standard generic details, Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by District as a basis for such services.

10. Copyright/Trademark/Patent. Consultant understands and agrees that all matters produced under this Agreement shall become the property of District and cannot be used without District's express written permission. District shall have all right, title and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of the District (specifically excluding any underlying pre-existing intellectual property). District may use Consultant's name in conjunction with the sale, use, performance and distribution of the matters, for any purpose and in any medium.

11. Termination.

11.1. For Convenience by District. District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the day of mailing, whichever is sooner.

11.2. For Convenience by Consultant. Consultant may, upon sixty (60) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this sixty (60) day notice period is acceptable so that the District can attempt to procure the Services from another source.

11.3. With Cause by District. District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

11.3.1. any material violation of this Agreement by the Consultant; or

11.3.2. any act by Consultant exposing the District to liability to others for personal injury or property damage; or

11.3.3. Consultant is adjudged a bankrupt, Consultant makes a general assignment for the benefit of creditors or a receiver is appointed on account of Consultant's insolvency.

Written notice by District shall contain the reasons for such intention to terminate and, unless within three (3) calendar days after that notice the condition or violation shall cease or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required Services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the Services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

11.4. Upon termination, Consultant shall provide the District with all documents produced maintained or collected by Consultant pursuant to this Agreement, whether or not such documents are final or draft documents.

12. Indemnification. To the furthest extent permitted by California law, Consultant shall indemnify, and hold harmless the District, its Governing Board, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the Indemnified Parties") from any and all claims, arising out of, pertaining to or relating to the negligence, recklessness, errors or omissions, or willful misconduct of Consultant. Consultant shall, to the fullest extent permitted by California law, defend the Indemnified Parties at Consultant's own expense, including attorneys' fees and costs, from any and all claims arising out of, pertaining to, or relating to the negligence, recklessness, or willful misconduct of Consultant. The District shall have the right to accept or reject any legal representation that Consultant proposes to defend the indemnified parties.

13. Insurance.

13.1 Insurance Requirement

Consultant shall, at his, her, or its sole cost and expense, maintain in full force and effect, during the term of this Agreement, the following insurance coverage from a California licensed and/ or admitted insurer with an A minus (A-), VII, or better rating from A.M. Best, to cover any claims, damages, liabilities, costs and expenses (including legal counsel fees) arising out of or in connection with Consultant's fulfillment of any of its obligations under this Agreement or either party's use of the Work or any component or part thereof:

Commercial General Liability Insurance, including both bodily injury and property damage, with limits as follows:

\$1,000,000 per occurrence
\$ 100,000 fire damage
\$ 5,000 med expenses
\$1,000,000 personal & adv. injury
\$2,000,000 general aggregate

\$2,000,000 products/completed operations aggregate

Business Auto Liability Insurance for owned, scheduled, non-owned or hired automobiles with a combined single limit of no less than \$1 million per occurrence. If no owned autos, then non-owned/hired coverage can be accepted.

Workers' Compensation and Employers Liability Insurance covering Consultant's full liability under the California Workers' Compensation Insurance and Safety Act and in accordance with applicable state and federal laws.

Part A – Statutory Limits

Part B - **\$1,000,000/\$1,000,000/\$1,000,000** Employers Liability

Sole proprietors with no employees are exempt from providing Workers' Compensation and Employers Liability Insurance, but must provide a signed Statement of verification.

Errors & Omissions (Professional Liability) coverage

\$1,000,000 per occurrence/ \$1,000,000 aggregate

Sexual Abuse and Molestation coverage

\$1,000,000 per occurrence/ \$1,000,000 aggregate

13.2. Proof of Carriage of Insurance.

Consultant, upon execution of this contract and periodically thereafter upon request, shall furnish District with certificates of insurance evidencing such coverage. The Commercial General and Automobile Liability policies shall name the District as additional insureds with respect to any potential tort liability, irrespective of whether such potential liability might be predicated on theories of negligence, strict liability or products liability. The Consultant shall be required to provide District with 30 days' prior written notice if the insurance afforded by this policy shall be suspended, cancelled, reduced in coverage limits or non-renewed. Premiums on all insurance policies shall be paid by Consultant and shall be deemed included in Consultant's obligations under this Agreement at no additional charge.

14. Assignment. The obligations of the Consultant pursuant to this Agreement shall not be assigned by the Consultant.

15. Compliance with Laws. Consultant shall observe and comply with all applicable rules and regulations of the governing board of the District and all applicable federal, state, and local laws, ordinances and regulations. Consultant shall give all notices required by any law, ordinance, rule and regulation bearing on conduct of the Services as indicated or specified. If Consultant observes that any of the Services required by this Agreement are at variance with any such laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of the Services shall be made and this Agreement shall be appropriately amended in writing, or this Agreement shall be terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant knowingly

performs any work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

16. Certificates/Permits/Licenses/Registration. Consultant and all Consultant's employees or agents shall secure and maintain in force such certificates, permits, licenses and registration as are required by law in connection with the furnishing of Services pursuant to this agreement.

17. Safety and Security. Consultant is responsible for maintaining safety in the performance of this Agreement. Consultant shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on school grounds, particularly when children are present.

18. Employment with Public Agency. Consultant, if an employee of another public agency, agrees that Consultant will not receive salary or remuneration, other than vacation pay, as an employee of another public agency for the actual time in which services are actually being performed pursuant to this Agreement.

19. Anti-Discrimination. It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and District policy. In addition, the Consultant agrees to require like compliance by all its subconsultant(s).

20. Fingerprinting of Employees.

The Consultant shall comply with the requirements of California Education Code section 45125.1, and perform the following acts:

20.1. Require all current and subsequent employees of Consultant who may enter a school site during the time that pupils are present to submit their fingerprints in a manner authorized by the California Department of Justice (the "CADOJ").

20.2. Prohibit employees of Consultant from coming into contact with pupils until the CADOJ has ascertained that the employee has not been convicted of a felony as defined in California Education Code section 45122.1.

20.3. Certify in writing, using the District's fingerprinting certification form (available at the District Risk Finance and Insurance Services website) to the District that neither Consultant nor any of Consultant's employees who may enter a school site during the time that pupils are present have been convicted of a felony as defined in California Education Code section 45122.1 and provide such certification to the District Risk Finance and Insurance Services.

20.4. Provide a list of the names of Consultant's employees who may have contact with pupils to the District Risk Finance and Insurance Services. This list shall be updated for employee changes and shall list employees by appropriate school site.

20.5. The District may require the Consultant and its employees who may have contact with pupils to submit to additional background checks at the District's sole and absolute discretion.

21. Audit. Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for three (3) years thereafter. Consultant shall permit the District, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable prior notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents.

22. No Rights in Third Parties. This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

23. District's Evaluation of Consultant and Consultant's Employees and/or Subconsultants. The District may evaluate the Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

24.1. Requesting that District employee(s) evaluate the Consultant and the Consultant's employees and subconsultants and each of their performance.

24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subconsultant(s).

24. Limitation of District Liability. Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event, shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

25. Disputes: In the event of a dispute between the parties as to performance of the Services, the interpretation of this Agreement, or payment or nonpayment for work performed or not performed, the parties shall attempt to resolve the dispute in good faith. Pending resolution of the dispute, Consultant agrees it will neither rescind the Agreement nor stop the performance of the Services, but will allow determination by the court of the State of California, in the county in which the

District's administration office is located, having competent jurisdiction of the dispute. Disputes may be determined by mediation if mutually agreeable, otherwise by litigation. Notice of the demand for mediation of a dispute shall be filed in writing with the other party to the Agreement. The demand for mediation shall be made within a reasonable time after written notice of the dispute has been provided to the other party, but in no case longer than ninety (90) days after initial written notice. If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable dispute resolution requirements, the Consultant shall comply with all claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Consultant's right to bring a civil action against the District. For purposes of those provisions, the running of the time within which a claim must be presented to the District shall be tolled from the time the Consultant submits its written claim until the time the claim is denied, including any time utilized by any applicable meet and confer process.

26. Confidentiality. The Consultant and all Consultant's agents, personnel, employee(s), and/or subconsultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

27. Notice. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or email, addressed as follows:

If to the District:

Lisa August
Associate Superintendent
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

If to the Contractor:

Pacific Tree Care
PO Box 34
Calistoga, CA 94515
Attn: Jacob Schneider

Any notice personally given or sent by facsimile or email transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

28. Integration/Entire Agreement of Parties. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

29. California Law. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California.

The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in the county in which the District's administration offices are located.

30. Waiver. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

31. Severability. If any term, condition or provision of this Agreement 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.

32. Incorporation of Recitals and Exhibit. The Recitals and exhibit attached hereto are hereby incorporated herein by reference.

33. Provisions Required By Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

34. Authority to Bind Parties. Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

35. Attorney's Fees/Costs. Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

36. Captions and Interpretations. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

37. Calculation of Time. For the purposes of this Agreement, "days" refers to calendar days unless otherwise specified.

38. Signature Authority. Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authority and empowered to enter into this Agreement.

39. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

[Signatures on Following Page]

CONSULTANT: Pacific Tree Care

By: Jake Schneider

Name: Jake Schneider

Title: Operations manager

Date: 1/18/2024

SANTA ROSA CITY SCHOOLS

By: _____

Name: Lisa August

Title: Associate Superintendent

Date: _____

WORKERS' COMPENSATION CERTIFICATION

Labor Code section 3700 in relevant part provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation Insurance in this state.
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-Insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: 1/18/2024

Name of Consultant: Pacific Tree Care

Signature: Jake Schneider

Print Name: Jake Schneider

Title: Operations manager

(This certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

CONFLICT OF INTEREST STATEMENT

The undersigned Consultant for the Santa Rosa City Schools is required to disclose any actual or possible conflicts of interest, the existence of his or her financial interest, and any outside alliance or professional or personal involvement that might conflict with his/her responsibilities to the District.

Through its execution of this Agreement, Consultant acknowledges that it is familiar with the provisions of section 1090 et seq. and section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event Consultant receives any information subsequent to execution of this Agreement which might constitute a violation of said provisions, Consultant agrees it shall notify District in writing.

If the District has reasonable cause to believe that a Consultant has failed to disclose actual or possible conflicts of interest, it will provide the member an opportunity to explain the situation.

If, after hearing the response of the Consultant and making such further investigation as appropriate, the District determines that the Consultant has failed to disclose an actual or possible conflict of interest, the contract is subject to immediate termination.

I have read and understand the foregoing, and I certify that:

I do / do not have business or financial interests in the Santa Rosa City Schools or a business entity affiliated with the District that might conflict with my responsibilities under this Agreement.

Exceptions to Statement of Disclosure, if any:

By: Jake Schneider

Name: Jake Schneider

Title: Operations manager

Date: 1/18/2024

FINGERPRINTING AND CRIMINAL BACKGROUND CHECK CERTIFICATION

(Consultant REQUIRED to complete.)

One of the boxes below **must** be checked, and an executed copy of this form must be attached to the Independent Consultant Agreement (“Agreement”):

- Consultant’s employees will have no contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Consultant’s services under this Agreement.
- Consultant’s employees will have contact or interaction with District pupils outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee. Accordingly, the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 apply to Consultant’s services under this Agreement, and Consultant certifies its compliance with these provisions as follows: *“Consultant certifies that the it has complied with the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 with respect to all Consultant’s employees, subconsultants, agents, and subconsultants’ employees or agents (“Employees”) regardless of whether those Employees are paid or unpaid, concurrently employed by the District, or acting as independent consultants of the Consultant, who may have contact with District pupils, outside of the immediate supervision and control of the pupil’s parent or guardian or a school employee, in the course of providing services pursuant to the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code section 45122.1. A complete and accurate list of all Employees who may come in contact with District pupils during the course and scope of the Agreement is attached hereto.”*
- Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees shall have only limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to Consultant’s services under this Agreement.
- Consultant’s services under this Agreement shall be limited to the construction, reconstruction, rehabilitation, or repair of a school facility, and Consultant’s employees will have contact, other than limited contact, with District pupils. Pursuant to Education Code section 45125.2, District shall ensure the safety of the pupils by at least one of the following as marked:
 - The installation of a physical barrier at the worksite to limit contact with pupils.
 - Continual supervision and monitoring of all Consultant’s on-site employees of Consultant by an employee of Consultant, _____, whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.

- Surveillance of Employees by District personnel.

Megan's Law (Sex Offenders). Consultant shall verify and continue to verify that the employees of Consultant that will be on the project site and the employees of the subconsultant(s) that will be on the project site are **not** listed on California's "Megan's Law" Website (<http://www.meganslaw.ca.gov/>).

MUST BE COMPLETED BY CONSULTANT'S AUTHORIZED REPRESENTATIVE:
I am a representative of the Consultant entering into this Agreement with the District and I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Consultant.

CONSULTANT

By: Jake Schneider

Name: Jake Schneider

Title: Operations manager

Date: 1/18/2024

MUST BE COMPLETED BY DISTRICT'S AUTHORIZED REPRESENTATIVE:
As an authorized District official, I am familiar with the facts herein certified and am authorized to execute this certificate on behalf of the District.

DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

HEALTH SCREENING CERTIFICATION

Consultant and the Contracted Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, Consultant hereby represents and warrants to District the following:

Contracted Parties shall only have limited or no contact (as determined by District) with District students at all times during the Term of this Agreement.

The following Contracted Parties shall have more than limited contact (as determined by District) with District students during the Term of this Agreement and, at no cost to District, have received a TB test in full compliance with the requirements of Education Code section 49406:

[Attach and sign additional pages, as needed.]

Consultant shall maintain on file the certificates showing that the Contracted Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by Consultant and shall be available to District upon request or audit.

Consultant further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement are subject to the TB certification requirements and shall be prohibited from having any contact with District students until the TB certification requirements have been satisfied and District determines whether any such contact is permissible.

Consultant further certifies that he/she has carefully read and understands Education Code 49406, regarding health screening requirements for all persons employed by and/or doing services with _____ School District when such service is in direct proximity to students of the District.

I declare under penalty of perjury the foregoing is true and correct.

Executed at Napa, California on 1/18/2024

Consultant Signature: Jake Schneider
Date 1/18/2024

Please Print Name: Jacob Schneider

Mailing Address: PO Box 34, Calistoga, CA 94515

Social Security Number: _____ or Tax ID: 7072495028

Phone: 707-942-0261 Fax: 707-942-1245

Consultant: Please submit this certification to Site/Department with Consultant Service Agreement, if required.

EXHIBIT "A"
DESCRIPTION OF SERVICES TO BE PERFORMED BY CONSULTANT

648-102/6759457.1

Pacific Tree Care

A division of the J. Allan Schneider Corp. CCL# 672522

PO Box 34

Calistoga, CA 94515

(707) 942-0261

(707) 942-1245 fax

info@pacifictreecare.com

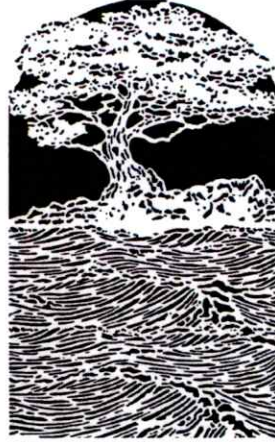
PROPOSAL

DATE	PROPOSAL NO.	REP
1/8/2024	240005	JK

Joseph A. Schneider
 Certified Arborist
 WE-0156A

Jacob I. Schneider
 Certified Arborist
 WE-5478A

Anthony Bartell
 Certified Arborist
 WE-10412A



PREPARED FOR: Santa Rosa City Schools Erik Oden 211 Ridgway Avenue Santa Rosa, CA 95401
JOB LOCATION, CONTACT & PHONE NUMBER 211 Ridgway Avenue Santa Rosa felicia.silviera@vpcsonline.com

DESCRIPTION	TOTAL:
Inventory, tag, plot (in Treeplogger), field assess (from the ground)and provide pre-construction recommendations for trees on the Santa Rosa City Schools property. Recommendations will include basic tree protection specifications for demolition, design and engineering. Individual tree health and life safety recommendations will be included. COST: Consultation	4,800.00

CONTRACT TERMS:As Client, I authorize Pacific Tree Care to proceed with the work as described above and agree to pay in full the amount quoted upon completion of the Job. Payments are considered PAST DUE thirty (30) days after invoice date, and 1.5% per month will be charged as interest. I understand that should any legal proceedings be necessary to collect any unpaid amounts, I agree to pay reasonable attorneys' fees and costs associated with collecting payment. This Proposal is valid as quoted for six month unless otherwise agreed upon. Any changes must be in writing and signed by both parties to be valid.

 Signature & Date
 Return via mail, fax or email

Certificate Of Completion

Envelope Id: AD082192F54E4B7893212F12E9777DD9
 Subject: Complete with DocuSign: SRCS_Pacific Tree Care PSA.pdf
 Source Envelope:
 Document Pages: 17 Signatures: 5
 Certificate Pages: 4 Initials: 0
 AutoNav: Enabled
 Envelopeld Stamping: Enabled
 Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Completed

Envelope Originator:
 Jonette Johnson
 4707 Mangles Boulevard
 Fairfield, CA 94534
 jonette.johnson@vpcsonline.com
 IP Address: 157.131.81.166

Record Tracking

Status: Original
 1/18/2024 1:43:04 PM
 Holder: Jonette Johnson
 jonette.johnson@vpcsonline.com

Location: DocuSign

Signer Events

Jake Schneider
 jake@pacifictreecare.com
 Operations manager
 Security Level: Email, Account Authentication (None)

Signature



Signature Adoption: Pre-selected Style
 Using IP Address: 12.74.211.34
 Signed using mobile

Timestamp

Sent: 1/18/2024 2:08:29 PM
 Viewed: 1/18/2024 2:58:11 PM
 Signed: 1/18/2024 3:08:28 PM

Electronic Record and Signature Disclosure:

Accepted: 1/18/2024 2:58:11 PM
 ID: 7cb99b8a-2c21-4185-a76e-b3ffc3f5f812

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent	Hashed/Encrypted	1/18/2024 2:08:29 PM
Certified Delivered	Security Checked	1/18/2024 2:58:11 PM
Signing Complete	Security Checked	1/18/2024 3:08:28 PM
Completed	Security Checked	1/18/2024 3:08:28 PM

Payment Events

Status

Timestamps

Electronic Record and Signature Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Van Pelt Construction Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Van Pelt Construction Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: eric@vpcsonline.com

To advise Van Pelt Construction Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at eric@vpcsonline.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Van Pelt Construction Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to eric@vpcsonline.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Van Pelt Construction Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to eric@vpcsonline.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Van Pelt Construction Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Van Pelt Construction Services during the course of your relationship with Van Pelt Construction Services.

1. **AGREEMENT:** For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. Unless otherwise stated in an addendum hereto, this Agreement will renew for 3-month term(s) unless you send us written notice at least 90 days (before the end of any term) that you want to return the Equipment. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.

2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee, as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.

3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST:** You agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence.

4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, you agree to one of the following options, the selection of which is at our sole discretion: (1) we may obtain insurance covering our interest (and only our interest) in the Equipment for the Agreement term and renewals. Any insurance we obtain will not insure you against third party or liability claims and may be cancelled by us at any time. You may be required to pay us an additional amount each month for the insurance premium and an administrative fee. The cost may be more than the cost of obtaining your own insurance; or (2) we may charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated residual value of the Equipment (both discounted at 3%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.

5. **ASSIGNMENT: WE ARE THE OWNER OF THE EQUIPMENT. YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** Without our prior written consent, you shall not reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. You agree that we may sell or assign the Agreement without notice and the new Owner will have the same rights that we have now and will not have to perform any of our obligations. You agree that the new Owner will not be subject to any claims, defenses, or offsets that you may have against us.

6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any part of a Payment is more than 5 days late, you agree to pay a late charge of 10% of the Payment which is late or if less, the maximum charge allowed by law. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated residual value of the Equipment (both discounted at 3%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.

7. **FAXED OR SCANNED DOCUMENTS, OR E-SIGNATURE, MISC.:** You agree to submit the original duly-signed documents to us via overnight courier the same day of the facsimile or scanned transmission, or e-signature of the documents. The parties agree that the original of this Agreement for enforcement and perfection purposes shall be that copy which bears your faxed, scanned or original signature, and which bears our original signature and such original shall constitute "Tangible Chattel Paper" under the UCC. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement. All notices shall be mailed or delivered by facsimile transmission or overnight courier to the respective parties at the addresses shown on this Agreement or such other address as a party may provide in writing from time to time. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.

8. **WARRANTY DISCLAIMERS:** YOU AGREE THAT YOU HAVE SELECTED THE SUPPLIER AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. WE DO NOT TAKE RESPONSIBILITY FOR THE INSTALLATION OR PERFORMANCE OF THE EQUIPMENT. THE SUPPLIER IS NOT AN AGENT OF OURS AND WE ARE NOT AN AGENT OF THE SUPPLIER, AND NOTHING THE SUPPLIER STATES OR DOES CAN AFFECT YOUR OBLIGATION UNDER THIS AGREEMENT. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. THIS AGREEMENT IS A NET AGREEMENT, YOU HAVE AN UNCONDITIONAL OBLIGATION TO MAKE ALL PAYMENTS AND YOU CANNOT WITHHOLD, SET OFF OR REDUCE SUCH PAYMENTS FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS.

9. **LAW, JURY WAIVER:** Agreements, promises and commitments made by Owner, concerning loans and other credit extensions must be in writing, express consideration and be signed by Owner to be enforceable. This Agreement may be modified only by written agreement and not by course of performance. This Agreement will be governed by and construed in accordance with the law of the state of the principal place of business of Owner or its assignee. You consent to jurisdiction and venue of any state or federal court in the state the Owner or its assignee has its principal place of business and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.

10. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, maintenance by supplier during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation, black toner and developer, and color toner and developer (if applicable). Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you. This Agreement does not support any I.T. services and/or any third party software unless otherwise described on this Agreement.

11. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Payment and the "cost per image" charge that exceeds the number of images originally designated in this Agreement ("Overages") by a maximum of 10% of the existing "cost per image" charge.

12. **UPGRADE AND DOWNGRADE PROVISION:** AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.

13. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.

NON APPROPRIATION RIDER

This Non-Appropriation Rider to the Docuprint Agreement Number _____ dated as of _____, 2024 (the "Lease"), is by and between KBA Document Solutions as lessor and City of Santa Rosa Elementary School District, as lessee. Capitalized terms used herein without definition shall be defined as provided in the Lease.

Notwithstanding anything contained in the Lease to the contrary,

1. Lessee presently intends to continue the Lease for its entire term and to pay all rentals relating thereto and shall do all things lawfully within its power to obtain and maintain funds from which the rentals and all other payments owing thereunder may be made. To the extent permitted by law, the person or entity in charge of preparing Lessee's budget will include in the budget request for each fiscal year during the term of the Lease the rentals to become due in such fiscal year, and will use all reasonable and lawful means available to secure the appropriation of money for such fiscal year sufficient to pay all rentals coming due therein. The parties acknowledge that appropriation for rentals is a governmental function which Lessee cannot contractually commit itself in advance to perform and the Lease does not constitute such a commitment. However, Lessee reasonably believes that moneys in an amount sufficient to make all rentals can and will lawfully be appropriated and made available to permit Lessee's continued utilization of the Equipment in the performance of its essential functions during the term of the Lease.
2. If Lessee's governing body fails to appropriate sufficient moneys in any fiscal year for rentals or other payments due under the Lease and if other funds are not available for such payments, then a "Non-Appropriation" shall be deemed to have occurred. If a Non-Appropriation occurs, then: (i) Lessee shall give Lessor immediate notice of such Non-Appropriation and provide written evidence of such failure by Lessee's governing body at least sixty (60) days prior to the end of the then current fiscal year or if Non-Appropriation has not occurred by that date, immediately upon such Non-Appropriation; (ii) no later than the last day of the fiscal year for which appropriations were made for the rentals due under the Lease (the "Return Date"), Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the Lease, at Lessee's sole expense, in accordance with the terms hereof; and (iii) the Lease shall terminate on the Return Date without penalty or expense to Lessee and Lessee shall not be obligated to pay the rentals beyond such fiscal year, provided, that Lessee shall pay all rentals and other payments due under the Lease for which moneys shall have been appropriated or are otherwise available, provided further, that Lessee shall pay month-to-month rent at the rate set forth in the Lease for each month or part thereof that Lessee fails to return the Equipment as required herein.
3. The Lease shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Lease, and no liability on account thereof shall be incurred by the Lessee beyond the amount of such monies. The Lease is not a general obligation of the Lessee. Neither the full faith and credit nor the taxing power of the Lessee are pledged to the payment of any amount due or to become due under the Lease. It is understood that neither the Lease nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Lease.
4. Lessee's obligation with respect to rent that becomes due upon exercise of Lessor's remedies with respect to an Event of Default shall be limited to such amount permitted under applicable law.
5. The Lease and this Rider shall be governed by the laws of the state in which Lessee is located. Any

provisions of the Lease or this Rider found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease or this Rider.

6. This Rider may be executed in several counterparts and all of which shall constitute but one and the same instrument.

7. This Rider shall be binding upon and inure to the benefit of the Lessee and Lessor and their respective successors and assigns.

8. Except as modified herein the Lease remains in full force and effect.

IN WITNESS WHEREOF, each of the parties hereto has caused this Rider to be executed as of the day of _____, 2024

LESSEE

By _____

Title _____

LESSOR

By _____

Title _____



Quote

CBT Nuggets LLC
2850 Crescent Avenue
Eugene, OR 97408, USA
+1 541-284-5522 | sales@cbtnuggets.com

Order Number: 00008190

Message:

Bill to:
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401
United States

Ship to:
Santa Rosa City Schools
211 RIDGWAY AVE
SANTA ROSA, CA 95401-4320
US

PRODUCT	DESCRIPTION	QTY	SALES PRICE	AMOUNT
Annual - CBT Nuggets Subscription		10	\$499.00	\$4,990.00

Subscription Start Date: 2024-01-24 Subscription End Date: 2025-01-23

Total:\$4,990.00
Subtotal: \$4,990.00
Total Tax: \$.00
Grand Total (in USD): \$4,990.00

Order Terms and Conditions

CBT Nuggets online streaming licenses are single user licenses, and each license must be connected to a single named user and a single unique email address. Administrators can assign any available license to any user, making that person a Learner. Once a license is assigned, it may only be reassigned if it has been held by a Learner for at least thirty (30) days prior to the reassignment.

Unless Customer and CBT Nuggets otherwise agree in writing, Customer acknowledges that the licenses and/or products obtained through this order are subject to the applicable CBT Nuggets [License Agreement](#), [Billing Agreement](#) and [Privacy Policy](#) (Terms).

Customer may not submit a signed quote in lieu of a valid purchase order binding a legal entity for orders of or exceeding USD \$25,000.00.

CBT Nuggets expressly rejects all additions, exceptions, or changes to the Terms, whether contained in any printed or electronic purchase order received from Customer. CBT Nuggets' inclusion of any Customer supplied purchase order number on any invoice, quote or receipt is strictly for the purpose of reference, and is not an acceptance of any Customer terms and conditions.

As applicable, regardless of whether included herein, sales tax may be added to the invoice if CBT Nuggets is required to collect such taxes in your jurisdiction.

AUTHORIZED SIGNATURE PRINTED NAME TITLE DATE

Unless Customer and CBT Nuggets otherwise agree in writing, by signing above Customer agrees to the above Order Terms and Conditions and to remit full payment on Net 30 terms commencing on the Subscription Start Date.



866299 6/6/2024

Montgomery High -Stage and Handi-Cap Ramp for graduation

MONTGOMERY HIGH SCHOOL

Veronica Aguiar

Submitted by

Sylvia Parkinson

Academy Theatrical Lighting Inc

887 Sebastopol Road, Building B
 Santa Rosa, California 95407
 Ph: (707) 528-3557



JOB CONTRACT

Invoice to:		Delivery Address:	Job # 866299
MONTGOMERY HIGH SCHOOL 1250 HAHMAN DRIVE, SANTA ROSA, California 95405 Contact: Veronica Aguiar Phone: (707) 528-5191 Fax: 7075285504 Email: vaguiar@srcs.k12.ca.us		MONGOMERY HIGH SCHOOL 1250 Hahman Drive, Sants Rosa California 95405 Room: Outside on field Must be able to Drive up too Contact: Phone: 7075285191 Cell: Email:	Order Status: Quote Only Order Date: 2/1/2024 Sales Person: Sylvia Parkinson Email: Sylvia@atlevents.com PO # Terms: Net 30
Delivery: 6/6/2024, 8:00 AM - 4:00 PM		Set Up By: 6/6/2024, 5:00 PM -	No Tech 6/7/2024, -
Show End: 6/7/2024, -		Rwmove Stage 6/8/2024, 8:00 AM - 2:00 PM	Job Modified: Feb 2 2024 12:33PM
JOB DESCRIPTION: Montgomery High -Stage and Handi-Cap Ramp for graduation			

Main Stage

Quantity	Description	Duration	Price	Extended	Discount	Subtotal
4	Stage Skirt, 24", Black	1 Days	\$18.00	\$72.00	\$0.00	\$72.00
1	Stage, 12'x24'x24"	1 Days	\$810.00	\$810.00	\$0.00	\$810.00
Total:						\$882.00

Main Stage Total: \$882.00

Handi-Cap Ramp made on site

Quantity	Description	Duration	Price	Extended	Discount	Subtotal
2	Handi-Cap Ramp 4'ftwx24'ft long 1:12 <i>This is a handi-cap ramp made from stage with safety rails on one side and a small short metal kicker on the front side facing the front of the stage.. We use carpet to cover the ramp only so it has grip going up the ramps. The ramp is bolted onto the mainstage along with adjust legs for support The ramp its self is 4'ftwx24'ft L...per ADA requirement there needs to be a 5ft clear area top and botfm of stage for turn around. This is a must and cannot be changed... NO SPRINKLER OR WATER ALLOWED ON STAGE OR</i>	1 Days	\$800.00	\$1,600.00	\$0.00	\$1,600.00
5	GuardRail 8' x 42" Guard Rail 8'x42"	1 Days	\$40.00	\$200.00	(\$200.00)	\$0.00
2	GuardRail 4' x 42"	1 Days	\$25.00	\$50.00	(\$50.00)	\$0.00
1	Grip Box- Tape, and doubleside Tape for carpet	1 Days	\$50.00	\$50.00	(\$10.00)	\$40.00
Total:						\$1,640.00

Handi-Cap Ramp made on site Total: \$1,640.00

Labor

Quantity	Start Date	Start	End	Talent	Task	Duration	RT	OT	DT	Unit Price
Jun 6 2024										
2	Jun 6 2024	9:00AM	2:00PM	Stage Installion	Set up Stage	5 Hour(s)	5	0	0	\$95.00
Jun 8 2024										
2	Jun 8 2024	8:00AM	1:00PM	Remove Stage	Removal Stage	5 Hour(s)	5	0	0	\$95.00
Labor Total:										\$1,900.00

Delivery/Misc

Quantity	Description	Price	Subtotal
1	Delivery Fee	\$150.00	\$150.00
Delivery/Misc Total:			\$150.00

Rental Total Post-Discout:	\$2,522.00
Labor:	\$1,900.00
Delivery:	\$150.00
Subtotal:	\$4,572.00
Discount:	(\$260.00)
Job Total:	\$4,572.00

ATL EVENTS HOURS OF OPERATION:

Administration or Sales office is open M-F 8:00am to 4:00pm

WILL CALL ORDERS: Shop hours for pick up is 8:00am-3:30pm. All orders must be picked up by 4:00pm and all returns are due the next business day by 12:00pm or you will be automatically charged 100% for another day's rental. **IF YOU ARE LATE THIS MAY CAUSE ANOTHER CLIENTS EQUIPMENT RENTALS TO BE SHORTED. ALL CABLES MUST BE COILED AND RENTAL READY UPON RETURN OR ADDITIONAL FEES WILL BE APPLIED TO FINAL INVOICE.**

EMERGENCY: After Hours **Emergency Number (707) 483-7326** our on call technician will call you back within 30 minutes or less. This agreement will serve as our contract with you and/or your firm. The following items should be submitted to our office immediately to confirm your order: **Please read carefully to acknowledge our policies and guidelines.**

Quoted prices are good for 14 days from today or date the quote is sent to the client. All rentals are subject to availability.

- 1) We require a signed copy of this agreement filled out to confirm and secure your rental order and secure the date for services.
- 2) a 50% deposit is required at the time of the signed contract and balance due at the time of the delivery.
- 3) A credit card on file is necessary for all orders.
- 4) If you have a net billing acknowledge so with a purchase order or authorized signature.

CANCELLATIONS:

A 50% deposit is non-refundable. This is to secure your date, availability and equipment, vehicles and technicians to complete the job. We make trade show orders 2 weeks ahead of delivery, please keep this in mind as once equipment is staged and or loaded into a vehicle there is 100% monies due.

Any additional services, costs or equipment, provided by ATL Events and not included in this quotation, will be due at the completion of the rental and/or event.

DRAPE: A charge of \$8.95 per panel cleaning will be applied if any drape is returned dirty or soiled and if ruined beyond a cleaning fee; a full replacement fee will be incurred. A replacement fee will be applied to the final invoice for drapes lost, or damaged, beyond reasonable wear and tear. **Do Not use any pins or any tape on drapery. Avoid contact with moisture or liquids.**

Problems resulting from the inexperienced client of rental equipment picked up at our warehouse and not setup by one of our trained technicians and the client calls to requests ATL to come out and either reset or adjust, fix or explain how equipment works, will be billed a higher emergency rate. If it is unfortunately faulty equipment provided by ATL & we can determine the cause ATL will not charge you for the call. **We will not discount or credit back any monies if we are not called to discuss any issue or if we are not given the opportunity to fix or sub out said equipment.**

RESPONSIBILITY: This is for will call orders or for delivered jobs. We will require a signature at the time of delivery for acceptance of proof of delivery and or acknowledgement of equipment.

All equipment is offered for inspection and testing at our warehouse. We encourage you to take advantage of this courtesy as a client or representative picking up the equipment. As a lessee, you are responsible for becoming familiar with the proper use and care of the rental equipment, and you may not alter, repair equipment, use it for any purpose other than for which it was manufactured. ATL will make every effort to ensure proper working condition of the equipment but does not guarantee equipment against failure of any kind. In the event of equipment malfunction, ATL will make every effort possible to correct the problem. Please contact ATL as soon as possible so that we may take the necessary steps to solve the problem. **Emergency person 707-483-7326**

If you are picking up equipment from our warehouse, we require a copy of a valid (California Driver's license) and a signature indicating you are the responsible party for equipment leaving ATL's premises and that you take responsibility for returning said equipment whether you are a third party or direct client.

Responsible party for equipment at time of pick up or as the designated person we delivered to: _____ (Client signature) Phone Number: _____

TERMS FOR PAYMENT: DESIGN AND DEVELOPMENT: ATL Events. is happy to provide a one-hour consultation, at no charge at our warehouse location with an appointment. Subsequent planning, site reviews, diagrams and production services, are billable.

PAYMENT FOR SERVICES: Our written ESTIMATE is not a guarantee of availability. A non-refundable 50% deposit due at time of booking, and signed contract for all rentals, production fees, and vendor services are required to secure your order. The balance in full is due prior to installation or delivery. Net accounts with past due balances will be charged a 1.5% Finance Charge.

CREDIT CARDS: We accept all major credit cards. ATL Events charges a **convenience fee of 3.75% of the total amount due.** All unpaid balances will be applied to credit card on file if full payment is not received on the day of the event.

SPECIAL ORDERS FOR MERCHANDISE: All special orders for purchased merchandise must be paid in full when the order is placed. We cannot refund special order purchases once the order has been confirmed or sub-rented items.

All **DELIVERIES/EVENTS** are required to give a 50% deposit to secure your date and equipment. All deposits for any event is **NON-REFUNDABLE**, as these dates are secured and closed out.

WEATHER AND OTHER UNPREVENTABLE NATURAL EVENTS OR ACTS OF TERRORISM OR WAR, which impact your event, do not change or void this contract or financial arrangements as agreed. Weather may require additional equipment or may prevent use of some rental items. We will work with you to prepare for weather contingencies; however, client is responsible for damaged equipment and all expenses incurred as a result of weather. Due to lighting outside during the rainy season; Fixtures, Lamps, Cords, Equipment or Dimmers that get wet from rain, sprinklers, and spilled drinks will be billed to at full replacement cost or repaired if possible at the client's expense. We cannot

guarantee equipment due to unforeseen elements as these things are acts of God.

DAMAGE & REPLACEMENT COSTS:

Client is responsible for damaged equipment and will be charged for replacement parts & labor & loss of any rentals. Replacement costs plus shipping and handling will be charged for replacement parts damaged. Any Loss or damage to rental equipment must be paid at time of equipment return.

SPARE LAMPS: ATL Events will provide a reasonable amount of spare lamps for rental fixtures if needed. All spare lamps must be returned, including all burned out lamps. Should one or two string light bulbs go out, we will not credit you. We will leave and extra bulbs for you to change out. We cannot determine the life expectancy of each bulb.

CREDIT CARD PAYMENT INFORMATION:

Please Fill out " X " completely and Fax to the office directly at 707-575-1647 Fax Authorization to Charge Credit Card or email back to sales@atlevents.com

By signing below, I/We authorize Academy Theatrical Lighting, Inc. D.B.A ATL Events to charge my credit card. Only for rentals or purchases from ATL Events.

We further authorize ATL EVENTS to charge the card for losses, damages and/or Cancellations or restocking fees that may occur as a result of the rental of ATL equipment

Rental Contract #: _____ Rental Amount: _____ Date of Service: _____

X Credit Card Holder's Name: _____ Billing Address of Card Holder

X (Street Address) _____ City: _____ State: _____ Zip: _____

X Card Holder Phone Number: _____ X Credit Card #: _____

X Expiration Date: _____ X CID# _____ (Number is usually on the back of the card)

X Amount to be charged: \$ _____ 50% deposit \$ _____ Remaining Balance

X Signature:  _____ X Printed Name: Lisa August _____ X Today's Date: 2/6/04

Authorized Clientele for payment

X Signature of contract holder/responsible party representing client: _____ This is where the authorized clientele for said job/contract acknowledges they agree with above policies and is authorized to sign.

Please Note: All information provided will be verified for accuracy. If the name on the account and the address do not match - an alternate payment method will be required. All of the above information will be kept secure and will not be used again without an additional signed form.

SCOPE OF SERVICES FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

Santa Rosa City Schools (SRCS), referred to as “CLIENT”, and Crawford & Associates, referred to as “Crawford”, agree to provide Materials Testing and Inspection services for the following project.

Project Name: SRSC: Santa Rosa High School Scoreboard Inspections

Project Location: 1235 Mendocino Avenue, Santa Rosa, California

Description of Scope and Services to Be Provided:

- Batch plant inspection of concrete
- Special Inspection of concrete and preparation of test specimens for laboratory testing
- Sample and identify rebar samples at fabricators facility
- Welding shop inspection and material identification
- Laboratory testing, project management and reporting

Estimated Completion Date:

- June 1, 2024

**Estimated date of completion is contingent on when we receive the signed agreement and specified retainer.*

Prevailing Wage rates **do** apply to this project.

Payment Terms: Net 15

Fee Estimate: CLIENT agrees to pay at the hourly rates and to pay all other costs for the work or portion of work performed as set forth in the “SCHEDULE OF RATES” attached and made a part of this Agreement. The time and material based not to exceed fee is: **\$5,000***

**This is an estimate of the anticipated costs associated with the services we are proposing to provide. An estimate is made with our best professional judgment, but we cannot anticipate everything that will happen during the course of completing your project and there are often unforeseen circumstances or conditions that result in a greater commitment of staff resources than the originally estimated amount. Crawford reserves the right, as a condition of this service agreement, to invoice up to an amount 10% greater than the amount originally estimated without CLIENT consultation and without a fully executed service agreement amendment.*

AGREEMENT FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

THIS AGREEMENT, effective as of this 15th day of February 2024, is by and between Santa Rosa City Schools (“CLIENT”) and Crawford & Associates, Inc., (“CONSULTANT”).

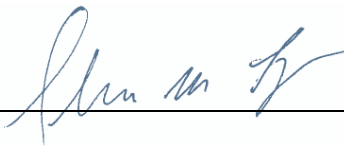
THE PROJECT is generally described as: SRCS: Santa Rosa High School Scoreboard Inspections

THE PROJECT is located at 1235 Mendocino Avenue, Santa Rosa, California (“project site”).

THIS AGREEMENT consists of the following documents, which are incorporated herein by reference:

- CONSULTANT’s Scope of Services (Page 1)
- CONSULTANT’s Agreement (Page 2)
- General Conditions for Construction Materials Engineering and Testing Services (Page 3);
- CONSULTANT’s Fee Schedule, attachment (Exhibit A);
- Any documents specifically listed below or incorporated by reference in the listed documents.

CONSULTANT agrees to perform the services set forth in this AGREEMENT according to its terms, including all attachments incorporated herein by reference. This AGREEMENT may be modified or altered *only* in writing, as specifically described in this AGREEMENT.

	CLIENT	CONSULTANT
Signature:		
Print Name:	Lisa August	Shawn Leyva, PE
Title:	Associate Superintendent	Principal
Company:	Santa Rosa City Schools	Crawford & Associates, Inc
Address:	211 Ridgway Drive	3325 Regional Parkway, Suite 8
	Santa Rosa, CA 95401	Santa Rosa, CA 95403
Date:		2/06/2024

GENERAL CONDITIONS FOR CONSTRUCTION MATERIALS ENGINEERING AND TESTING SERVICES

1. DEFINITIONS

1.1 Certification. CONSULTANT's expression of a professional opinion based upon the SERVICES CONSULTANT performed. A certification does not constitute a warranty or guarantee, either express or implied.

1.2 Contractor. The Contractor or Contractors, including its/their subcontractors of every tier, retained to perform construction work on the project for which CONSULTANT is providing SERVICES under this AGREEMENT.

1.3 CONSULTANT Entities. The CONSULTANT and its subconsultants, subcontractors, and agents, and all of their respective shareholders, directors, officers, employees, and agents, and their heirs and assigns.

1.4 Day(s). Calendar day(s) unless otherwise stated.

1.5 Hazardous Materials. Any toxic substances, chemicals, radioactivity, pollutants, or other materials, in whatever form or state, known or suspected to impair the environment in any way whatsoever. Hazardous materials include, but are not limited to, those substances defined, designated, or listed in any federal, state, or local law, regulation, or ordinance concerning hazardous wastes, toxic substances, or pollution.

1.6 Inspect, Inspection. Visual determination of conformance with specific requirements.

1.7 Instruments of Professional Service. All documents and information – e.g., letters, memoranda, reports, boring logs, maps, field data, field notes, drawings and specifications, and test data prepared by CONSULTANT.

1.8 General Contractor. The contractor that has overall responsibility for project-site activities, including site safety and security, and is in charge of all other contractors and subcontractors hired for the project.

1.9 Observation, Observe. On the basis of CONSULTANT's professional judgment, the act of visual evaluation or visually evaluating general conformance with requirements.

1.10 Services. The professional SERVICES provided by CONSULTANT under this AGREEMENT including SERVICES described in the scope of SERVICES (Page 1) and any written task order or amendment to this AGREEMENT.

1.11 Subcontractor. Contractor hired by the General Contractor or another contractor or subcontractor.

1.12 Test(s), Testing. Measurement, examination, and other activities to assess the characteristics or performance of materials.

1.13 Work. A contractor's or subcontractor's labor, materials, equipment, and constructed results.

2. ACCEPTANCE OF TERMS AND CONDITIONS

Unless otherwise specifically stated by CLIENT in writing, CLIENT's request that CONSULTANT initiate SERVICES will constitute CLIENT's acceptance of this AGREEMENT and all of its terms and conditions. Any additional or different terms that CLIENT provides in any subsequent acknowledgment, purchase order, task order, or other document that vary from any of the terms herein or in CONSULTANT's proposal are hereby objected to and rejected. Any such terms proposed by CLIENT, whether by offer or acceptance, shall be void unless CONSULTANT expressly agrees to them in writing.

3. SCOPE OF SERVICES

3.1 Services Provided; Independent Contractor. CONSULTANT will provide the SERVICES set forth in the scope of SERVICES (Page 1) as an independent contractor.

3.2 Authority of CONSULTANT. CONSULTANT will report to CLIENT data and results of observation, inspection, and testing as set forth in the scope of SERVICES (Page 1). CONSULTANT will report to CLIENT or CLIENT's representative observed or inspected work that, in CONSULTANT's opinion, fails to conform to project plans and specifications. CONSULTANT has no right or responsibility to approve, accept, reject, or stop work of any agent of CLIENT. No action of CONSULTANT or CONSULTANT's site representative(s) shall be construed by any party as revoking, altering, enlarging, relaxing, or releasing any requirement of the plans, specifications, and codes applicable to the project or any AGREEMENT between CLIENT and others. Such rights are reserved solely for CLIENT

3.3 Variation of Material Characteristics and Conditions. CONSULTANT's observations and standardized sampling, inspection, and testing procedures indicate conditions of materials and construction activities only at the precise location where and precise time when CONSULTANT performed SERVICES. CLIENT recognizes that conditions of materials and construction activities at other locations may vary from those measured, observed, or inspected, and that conditions at one location and time cannot be relied on to indicate the conditions at other locations and times, even when the materials involved appear to be identical. Nonetheless, CONSULTANT may make inferences based upon the information derived from these procedures to formulate professional opinions about conditions in other areas. Nonetheless, CONSULTANT is responsible only for those data, interpretations, and recommendations about the actual materials and construction activities it observes, inspects, samples, or tests. Even if performed on a continuous basis, SERVICES do not and should not be interpreted to mean that CONSULTANT is observing, inspecting, or testing all materials on the project. CONSULTANT is not responsible for other parties' interpretations or use of the information CONSULTANT developed.

3.4 Scheduling and Frequency of Observations, Inspections, and Testing. CLIENT acknowledges that CLIENT – directly or by CLIENT's designee – has the sole right and sole responsibility to determine the extent, frequency, and scheduling of observations, inspections, and testing performed by CONSULTANT. Accordingly, CLIENT also acknowledges that CONSULTANT bears no responsibility for damages that may accrue because CONSULTANT did not perform observations, inspections, or testing that CLIENT failed to request or schedule.

3.5 Changes in Scope. If CONSULTANT provides CLIENT with a writing confirming a change in the SCOPE OF SERVICES, it will become an amendment to this AGREEMENT unless CLIENT objects in writing within 5 business days after receipt. All SERVICES performed by CONSULTANT on the Project are subject to the terms and limitations of this AGREEMENT. If SERVICES are performed, but the parties do not reach AGREEMENT concerning modifications to the SCOPE OF SERVICES or compensation, then the terms and limitations of this AGREEMENT apply to such SERVICES, except for the payment terms. The parties agree to resolve disputes concerning modifications to scope or compensation pursuant to Section 19, "Disputes."

3.6 Licenses. CONSULTANT will procure and maintain business and professional licenses and registrations necessary to provide its SERVICES.

3.7 Excluded Services. CONSULTANT'S SERVICES under this AGREEMENT include only those SERVICES specified in the SCOPE OF SERVICES, or a written amendment(s) thereto. Engineer shall have no other responsibility or obligation except as agreed to in writing.

CLIENT expressly waives any claim against CONSULTANT resulting from its failure to perform recommended additional SERVICES that CLIENT has not authorized CONSULTANT to perform, and any claim that CONSULTANT failed to perform SERVICES that CLIENT instructed CONSULTANT not to perform.

3.8 No Fiduciary Responsibility. CLIENT agrees that CONSULTANT has been engaged to provide technical professional SERVICES only and that CONSULTANT does not owe a fiduciary responsibility to CLIENT or to the project Owner, if different from CLIENT.

4. PAYMENTS TO CONSULTANT

4.1 Basic Services, Fees, and Expenses. CONSULTANT will perform SERVICES for the amount(s) set forth in the Fee Estimate on Page 1 and Fee Schedule (Exhibit A). CLIENT acknowledges that the Fee Schedule is subject to periodic review and amendment to reflect CONSULTANT's then-current fee structure. CONSULTANT will give CLIENT at least thirty (30) days' advance notice of any changes to its Fee Schedule. Unless CLIENT objects in writing to such changes within thirty (30) days of notification, the amended fee structure will be incorporated into this AGREEMENT and will supersede any prior fee structure.

4.2 Additional Services. Any SERVICES CONSULTANT performs under this AGREEMENT, except those SERVICES expressly identified otherwise in the scope of SERVICES (Page 1), will be performed on a time-and-materials basis unless both parties specifically agree otherwise in writing.

4.3 Estimate of Fees and Expenses. CONSULTANT will, to the best of its ability, perform the SERVICES and accomplish the objectives defined in this AGREEMENT for no more than the cost (Consultant's fee and expenses) estimated in writing by Consultant. Client recognizes that unforeseen circumstances, including scope and schedule changes, can affect Consultant's ability to complete its SERVICES for no more than the estimated cost. Accordingly, Client agrees that a cost estimate or "not-to-exceed" limitation does not constitute a guarantee that Consultant will be able to complete the SERVICES for that amount. Instead, a cost estimate or "not-to-exceed" limitation indicates only that Consultant will not incur costs in excess of the estimate or limitation amount without first obtaining Client's AGREEMENT to do so.

4.4 Blank

4.5 Blank

4.6 Payment Timing; Late Charge. CONSULTANT will submit invoices to CLIENT periodically, but no more frequently than once a month. All invoices are due and payable upon presentation. Any undisputed amounts unpaid thirty (30) days after the invoice date will include a late-payment charge from the date of the invoice, at 1½% per month or the maximum legal rate, whichever is lower. CLIENT's failure to pay CONSULTANT within thirty (30) days of the date of CONSULTANT's invoice will constitute CLIENT's substantial failure to perform under this AGREEMENT, and CLIENT will remunerate CONSULTANT for all time spent and all expenses incurred (including, but not being limited to, the fees and expenses of any collection agency and/or attorney, and any court costs) in connection with collecting any delinquent amount. In addition, Engineer may suspend performance of the SERVICES when such failure to pay continues for fifteen (15) days following notice to Client of the same.

4.7 Payment Disputes. If CLIENT objects to any portion of an invoice, CLIENT must so notify CONSULTANT in writing within ten (10) days of the invoice date, identifying in such notice the cause of the disagreement. The parties will immediately make every effort to resolve the disputed portion of the invoice. Payment thereafter will first be applied to accrued interest and then to the unpaid principal amount.

5. PERFORMANCE STANDARD

5.1 Level of Service. CONSULTANT offers different levels of geotechnical engineering SERVICES to suit the desires and needs of different clients. Although the possibility of error can never be eliminated, more detailed and extensive SERVICES yield more information and reduce the probability of error, but at increased cost. CLIENT must determine the level of SERVICES adequate for its purposes. CLIENT has reviewed the Scope of SERVICES and has determined that it does not need or want a greater level of SERVICES than that being provided.

5.2 Standard of Care. Subject to the limitations inherent in the agreed Scope of SERVICES as to the degree of care, the amount of time and expenses to be incurred, and subject to any other limitations contained in this AGREEMENT, CONSULTANT will perform its SERVICES consistent with that level of care and skill ordinarily exercised by other professional engineers practicing in the same locale and under similar circumstances at the time the SERVICES are performed. No representation, express or implied, and no warranty or guarantee is included in or intended by this AGREEMENT or by any report, opinion, document, or other instrument of professional service. CONSULTANT disclaims any implied warranties or warranties imposed by law, including warranties of merchantability and fitness for a particular purpose. Even if performed on a continuous basis, CONSULTANT's SERVICES do not constitute observing, inspecting, or verifying placement of all materials of the project.

5.3 Compliance with Codes and Referenced Standards. As required by the applicable standard of care, CONSULTANT will perform its SERVICES in accordance with federal, state, and local codes, standards, statutes, and regulations applicable to CONSULTANT when CONSULTANT prepared the scope of SERVICES (Page 1). CONSULTANT will perform its observations, inspections, and tests in general accordance with the standards CONSULTANT references. CONSULTANT makes no representation about compliance with any standards it does not reference.

5.4 Sampling, Observation, Inspection, and Test Locations. Unless specifically stated otherwise, the scope of SERVICES (Page 1) excludes surveying the project site or precisely identifying sampling, observation, inspection, or test locations, depths, or elevations. In accordance with customary practice, CONSULTANT will base sampling, observation, inspection, and test locations, depths, and elevations on field estimates and information furnished by CLIENT and its representatives. Unless stated otherwise in CONSULTANT's report(s), such locations, depths, and elevations are approximate.

5.5 Sample Disposal. CONSULTANT will dispose of samples immediately after submitting the report covering those samples. If CLIENT prefers CONSULTANT to store samples for a longer period or transfer them to another party, CLIENT shall submit to CONSULTANT a timely written notice through which CLIENT also agrees to appropriately compensate CONSULTANT for the additional service.

5.6 Buried Utilities and Structures; Property/Work Restoration. If the SERVICES require borings, test pits, or other invasive subsurface-exploratory SERVICES, CLIENT will provide to CONSULTANT all information it possesses about the location and nature of underground utilities and structures. To reduce the risk of damage or injury to underground utilities and structures, CONSULTANT will rely on CLIENT-furnished information and will also contact an appropriate utility locator. CLIENT agrees to hold CONSULTANT harmless for any damage to underground utilities or structures that are not called to CONSULTANT's attention or that are shown incorrectly on plans or drawings furnished for the purpose of locating such utilities and structures. CONSULTANT will take reasonable

precautions to limit the damage to the project site or work caused by the performance of its SERVICES. CLIENT understands that some damage may necessarily occur in the normal course of performing SERVICES, and that this AGREEMENT excludes repair of such damage unless specifically stated otherwise in the scope of SERVICES (Page 1) or via a subsequent amendment to this AGREEMENT.

6. CONTRACTOR'S PERFORMANCE

CONSULTANT is not responsible for any contractor's means, methods, techniques, or sequences during the performance of any contractor's work. CONSULTANT will not supervise or direct any contractor's work nor be liable for any failure of contractor to complete its work in accordance with the project's plans, specifications, and/or applicable codes, laws, and regulations. CLIENT understands and agrees that the general contractor, not CONSULTANT, has sole responsibility for the safety and security of persons and property at the project site. CONSULTANT shall not be responsible for the acts, errors or omissions of the Contractor, Owner, CLIENT other consultants, or any other persons or entities performing work on the project, except those under the direct control of CONSULTANT.

7. CLIENT'S RESPONSIBILITIES

In addition to compensating CONSULTANT for SERVICES, CLIENT agrees to:

7.1 Cooperation. Assist and cooperate with CONSULTANT in any manner necessary and within its ability to facilitate CONSULTANT's performance under this AGREEMENT.

7.2 Access. Grant or obtain free access to the project site for all equipment and personnel necessary for CONSULTANT to perform its SERVICES.

7.3 Representative. Designate a representative to transmit notices and information pertaining to the SERVICES, communicate CLIENT's policies and decisions, and assist as necessary in matters pertaining to the project and this AGREEMENT. CLIENT may change its representative by written notice.

7.4 Information. Supply to CONSULTANT all information and documents relevant to the SERVICES. CONSULTANT may rely upon such information without independently verifying its accuracy. CLIENT will notify CONSULTANT of any known potential or possible health or safety hazard associated with the materials to be tested, including their intended use, chemical composition, relevant MSDS, manufacturers' specifications and literature, and any previous test results.

8. BLANK

9. CERTIFICATIONS

CLIENT agrees not to require that CONSULTANT execute any certification with regard to SERVICES performed or Work tested and/or observed under this AGREEMENT unless: 1) CONSULTANT believes that it has performed sufficient SERVICES to provide a sufficient basis to issue the certification; 2) CONSULTANT believes that the SERVICES performed or Work tested and/or observed meet the criteria of the certification; and 3) CONSULTANT has reviewed and approved in writing the exact form of such certification prior to execution of this AGREEMENT. Any certification by CONSULTANT is limited to an expression of professional opinion based upon the SERVICES performed by CONSULTANT and does not constitute a warranty or guarantee, either expressed or implied. Any such certification in no way relieves the contractor or any other party from meeting requirements imposed by contract or other means, including industry standards. CLIENT further agrees not to make resolution of any dispute with the CONSULTANT or payment of any sums due CONSULTANT in any way contingent on CONSULTANT signing any such certification or similar document.

10. ALLOCATION OF RISK

10.1 Limitation of Remedies. In recognition of the relative risks and benefits of the project to CLIENT and CONSULTANT, the risks are allocated such that CLIENT agrees, to the fullest extent permitted by law, that the total cumulative liability of CONSULTANT, its subconsultants and subcontractors, and all of their respective shareholders, directors, officers, employees and agents (collectively "CONSULTANT Entities"), to CLIENT arising from SERVICES under this AGREEMENT, including any indemnity obligation, any defense costs and attorney's fees, and any consequential damages which may be due under this AGREEMENT, will not exceed the gross compensation received by CONSULTANT under this AGREEMENT or \$50,000, whichever is greater; provided, however, that such

liability is further limited as described below. This limitation applies to all lawsuits, claims or actions that allege errors or omissions in CONSULTANT Entities' SERVICES, whether alleged to arise in tort, contract, warranty, or other legal theory.

10.2. Indemnification.

10.2.1. Indemnification of CLIENT. Subject to all otherwise applicable statutes of limitations and repose and the provisions and limitations of this AGREEMENT, including section 10.1 above, CONSULTANT agrees to indemnify and hold harmless CLIENT its shareholders, officers, directors, and employees from and against any and all third party claims, suits, liabilities, damages, expenses, or losses (including reimbursement of reasonable attorney's fees and costs of defense), (collectively "Losses") to the extent caused by CONSULTANT's negligent performance of its SERVICES under this AGREEMENT. With regard to any claim alleging CONSULTANT'S negligent performance of professional SERVICES, CONSULTANT's defense obligation under this indemnity paragraph means only the reimbursement of reasonable defense costs to the proportionate extent of its actual indemnity obligation hereunder. The indemnity obligations provided under this section shall only apply to the extent such Losses are determined by a court of competent jurisdiction or arbitrator to have been caused by the negligence of Engineer.

10.2.2. Indemnification of CONSULTANT. CLIENT will indemnify and hold harmless CONSULTANT Entities from and against any and all Losses to the extent caused by the negligence or willful misconduct of CLIENT, its employees, agents and contractors. In addition, except to the extent caused by CONSULTANT's sole negligence, CLIENT expressly agrees to defend, indemnify and hold harmless CONSULTANT Entities from and against any and all Losses arising from or related to the existence, disposal, release, discharge, treatment or transportation of Hazardous Materials, or the exposure of any person to Hazardous Materials, or the degradation of the environment due to the presence, discharge, disposal, release of or exposure to Hazardous Material.

10.3 No Personal Liability. CLIENT and CONSULTANT intend that CONSULTANT's SERVICES will not subject CONSULTANT's individual employees, officers, or directors to personal liability. Therefore, and notwithstanding any other provision of this AGREEMENT, CLIENT agrees as its sole and exclusive remedy to direct or assert any claim, demand, or suit only against the business entity identified as "CONSULTANT" on the first page of this AGREEMENT.

10.4 Deviation from Recommendations. Unless specifically agreed otherwise in writing, CLIENT agrees that CONSULTANT bears no responsibility for ensuring CLIENT's or any other party's compliance with any specifications, procedures, or recommendations provided by CONSULTANT to CLIENT under this AGREEMENT (collectively, "recommendations"). CLIENT hereby releases CONSULTANT from all liability arising from any other party's failure to fully comply with recommendations, and CLIENT will defend, indemnify, and hold harmless CONSULTANT from any party's claims for losses arising from or related to CLIENT'S or any other party's failure to fully comply with recommendations.

10.5. Consequential Damages. Neither CLIENT nor CONSULTANT will be liable to the other for any special, consequential, incidental, indirect, punitive or penal losses or damages including but not limited to losses, damages or claims related to the unavailability of property or facilities, shutdowns or service interruptions, loss of use, profits, revenue, business, reputation, financing or inventory, or for use charges, cost of capital, or claims of the other party or its customers. This waiver applies to all such claims and damages, whether based on contract, warranty, tort or any other legal theory.

10.6. Continuing AGREEMENT. The indemnity obligations, limitation of remedies, and consequential damages waiver established under this AGREEMENT will survive the expiration or termination of this AGREEMENT. If CONSULTANT provides additional or different SERVICES to CLIENT that the parties do not confirm through execution of an amendment to this AGREEMENT, the obligations of the parties to indemnify each other, the limitations on liability, and the consequential damages waiver established under this AGREEMENT apply to such SERVICES as if the parties had executed an amendment.

11. INSURANCE

11.1 CONSULTANT's Insurance. If reasonably available, CONSULTANT will maintain the following coverages:

11.1.1 Statutory workers' compensation/employer's liability insurance;

11.1.2 Commercial general liability insurance with a combined single limit of \$1,000,000;

11.1.3 Automobile liability insurance, including liability for all owned, hired, and non-owned vehicles with a combined single limit per occurrence of \$1,000,000; and

11.1.4 Professional liability insurance with a limit of at least \$1,000,000 per claim and annual aggregate.

11.2 CLIENT's Insurance. As appropriate, CLIENT will obtain builder's risk insurance or other property insurance to protect it from injury or damage to the project, and which waives all rights of subrogation against CONSULTANT, and names CONSULTANT as an additional insured. Proceeds from such insurance will be held by CLIENT as trustee and will be payable to CONSULTANT as its interests appear. CLIENT will also require that all contractors and subcontractors for the Project name CONSULTANT as an additional insured under their General Liability and Automobile Liability insurance policies

11.3 Certificates of Insurance. Upon request, CONSULTANT and CLIENT will each provide to the other certificate(s) of insurance evidencing the existence of the policies required herein. Except for professional liability and workers' compensation insurance, all policies required under this AGREEMENT shall contain a waiver of subrogation.

12. OWNERSHIP AND USE OF CLIENT DOCUMENTS AND INSTRUMENTS OF PROFESSIONAL SERVICE

12.1 CLIENT Documents. All documents provided by CLIENT will remain CLIENT's property. CONSULTANT will return all such documents to CLIENT upon CLIENT's request. CLIENT will permit CONSULTANT to make and retain copies of all CLIENT documents.

12.2 Instruments of Professional Service. Except as otherwise agreed to by CLIENT and CONSULTANT, instruments of professional service are and shall remain CONSULTANT's property, and CONSULTANT has the right, in its sole discretion, to dispose of or retain the instruments of professional service. CLIENT will not provide instruments of professional service to any other person or entity without CONSULTANT's prior written consent.

12.2.1 Use by CLIENT. CLIENT has CONSULTANT's permission to use CONSULTANT's instruments of professional service for purposes reasonably connected with this project, including, without limitation, the project's design and licensing requirements.

12.2.2 Use by CONSULTANT. CONSULTANT may use CONSULTANT's instruments of professional service for any purpose. CONSULTANT owns any patentable concepts or copyrightable materials arising from CONSULTANT's SERVICES.

12.3 Electronic Media. At CLIENT's request, CONSULTANT will provide instruments of professional service to CLIENT in an electronic format, but CLIENT recognizes that CONSULTANT makes no warranties, either express or implied, about the fitness or suitability of any electronically transmitted instruments of professional service or media. CLIENT agrees that CONSULTANT's original, hard-copy instruments of professional service remain the actual instruments of professional service.

12.4 Unauthorized Use and Reliance. No party other than CLIENT may rely on CONSULTANT's instruments of professional service without CONSULTANT's prior written consent, CONSULTANT's receipt of additional compensation, and the written AGREEMENT of the party seeking reliance to be bound by the same terms and conditions as CLIENT herein. CLIENT waives any and all claims against CONSULTANT resulting from the unauthorized use or alteration of instruments of professional service, including those in electronic format, by CLIENT or any party obtaining instruments of professional service through CLIENT. CLIENT will defend, indemnify, and hold harmless CONSULTANT from and against any claim, action, or proceeding brought by any party claiming to have relied upon information or opinions contained in instruments of professional service without having obtained CONSULTANT's prior written consent to do so, and any claim arising out of or related to the unauthorized use, reuse, or modification of the instruments of professional service by CLIENT or any party obtaining them through CLIENT.

12.5 Confidentiality. CONSULTANT will hold confidential business and technical information obtained from CLIENT or CLIENT's representatives or generated in the performance of the SERVICES under this AGREEMENT and first identified in writing by CLIENT as "confidential." CONSULTANT will not disclose such information without the consent of CLIENT except to the extent required for: 1) performance of SERVICES under this AGREEMENT; 2) compliance with professional or ethical standards of conduct for preservation of public health, safety, and welfare; 3) compliance with any court order or other government directive; and/or 4) protection of CONSULTANT against claims or liabilities arising from performance of SERVICES under this AGREEMENT. CONSULTANT's obligation hereunder will not apply to information in the public domain or lawfully acquired from others on a nonconfidential basis.

13. SUSPENSION AND DELAY; TERMINATION

13.1 Suspension and Delay. Upon ten (10) days' written notice to CONSULTANT, CLIENT may suspend CONSULTANT's SERVICES. Upon ten (10) days' written notice to CLIENT, CONSULTANT may terminate this AGREEMENT if CLIENT suspends the SERVICES for more than 60 days, in which case CLIENT will compensate CONSULTANT as provided in Section 13.4. If CLIENT suspends the SERVICES, or if CLIENT or others delay

CONSULTANT's SERVICES, CLIENT and CONSULTANT agree to equitably adjust the time for completion of the SERVICES and CONSULTANT's compensation for the additional labor, equipment, and other expenses associated with maintaining CONSULTANT's workforce for CLIENT's benefit during the delay or suspension, and any expenses incurred by CONSULTANT for demobilization and subsequent remobilization.

13.2 Termination for Convenience. CONSULTANT and CLIENT may terminate this AGREEMENT for convenience upon ten (10) days' written notice delivered or mailed to the other party.

13.3 Termination for Cause. In the event that either party breaches this AGREEMENT, the nonbreaching party may deliver to the breaching party a written termination notice that states the basis for termination. Neither party may terminate this AGREEMENT for cause if the breaching party cures the breach within ten (10) days after receiving the termination notice. The nonbreaching party has the right to terminate this Agreement if the breaching party fails to cure the breach within the ten-day (10-day) period.

13.4 Payment on Termination. Following termination other than for CONSULTANT's breach of this AGREEMENT, CLIENT will pay CONSULTANT for the SERVICES performed prior to the termination-notice date, and for any necessary SERVICES and expenses incurred in connection with the termination, including, but not limited to, the costs of completing analyses, records, and reports necessary to document project status at the time of termination and costs associated with termination of subconsultant and/or subcontractor contracts in accordance with CONSULTANT's then-current Fee Schedule in Exhibit A.

13.5 Force Majeure. In the event that CONSULTANT is prevented from completing performance of its obligations under this AGREEMENT by adverse weather or other occurrence beyond the control of CONSULTANT, then CONSULTANT will be excused from any further performance of its obligations and undertakings. In the event of a force majeure delay that does not result in termination of the AGREEMENT, schedules will be equitably adjusted.

14. DISPUTES

14.1 Mediation. All disputes between CONSULTANT and CLIENT are subject to mediation before either party initiates any other method of dispute resolution. Either party may demand mediation by serving a written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring that the matter be mediated. Should mediation fail to resolve the dispute, the parties shall proceed to nonbinding arbitration before a mutually agreed-upon arbitrator(s) or to litigation, as mutually agreed by the parties.

14.2 Choice of Law; Venue. This AGREEMENT will be construed in accordance with and governed by the laws of the state in which the project is located.

14.3 Statutes of Limitations. Any claim related to or arising out of this AGREEMENT by either party, whether known or unknown, including but not limited to claims for breach of this AGREEMENT or for the failure to perform in accordance with the applicable standard of care, shall be made within two (2) years from the time the CLIENT knew or should have known of its claim, but in any event, not later than four (4) years after the completion of CONSULTANT'S SERVICES on the project.

15. MISCELLANEOUS

15.1 Assignment and Subcontracts. During the term of this AGREEMENT and following its termination for any reason, neither CLIENT nor CONSULTANT shall assign, convey, sublet or transfer any rights under or interest in this AGREEMENT without the prior written consent of the other party, including but not limited to, (a) any interest in the proceeds of this AGREEMENT, or any proceeds of claims arising from or under this AGREEMENT; (b) any rights, claims, or causes of action alleging breach, loss or damages arising from or under this AGREEMENT; (c) the control of claims or causes of action against the other party arising from or under this AGREEMENT; and (d) any proceeds from claims or causes of action as security, collateral or the source of payment for any notes or liabilities to any third party. This section shall not, however, apply to any subrogation rights (if any) of any insurer of either party. Any assignment that fails to comply with this paragraph will be void and of no effect. CONSULTANT may subcontract for the SERVICES of others without obtaining CLIENT's consent if CONSULTANT deems it necessary or desirable for others to perform certain SERVICES.

15.2 Integration and Severability. This AGREEMENT reflects the parties' entire AGREEMENT with respect to its terms and limitations and supersedes all prior AGREEMENTS, written and oral. If any portion of this AGREEMENT is found void or voidable, CLIENT and CONSULTANT will consider that portion stricken and will reform the AGREEMENT to achieve as much of the stricken portions' purpose as possible. These terms and conditions survive the completion of the SERVICES and the termination of the AGREEMENT, whether termination is for cause or for convenience. If any portion of this AGREEMENT is void or voidable, such portion will be deemed stricken and the

AGREEMENT reformed to as closely approximate the stricken portions as the law allows, and the remaining provisions of this AGREEMENT shall be valid and binding on both the CLIENT and CONSULTANT.

15.3 Modification of This AGREEMENT. This AGREEMENT may be modified or altered only via a written AGREEMENT that refers specifically to this AGREEMENT and is signed by an authorized representative of each party.

15.4 Notices. Any and all notices, requests, instructions, or other communications given by either party to the other must be in writing and either hand-delivered to the recipient or delivered by first-class mail (postage prepaid) or express mail (billed to sender) at the addresses given in this AGREEMENT.

15.5 Headings. The headings used in this AGREEMENT are for convenience only. They are not a part of this AGREEMENT.

15.6 Waiver. The waiver of any term, condition, or breach of this AGREEMENT will not operate as a subsequent waiver of the same term, condition, or breach.

15.7 Precedence. These General Conditions take precedence over any inconsistent or contradictory provisions contained in any other AGREEMENT term, proposal, purchase order, requisition, notice to proceed, or other document regarding CONSULTANT's SERVICES.

15.8 Incorporation of Provisions Required by Law. This AGREEMENT includes each provision and clause required by law, and the AGREEMENT should be read and enforced as though each such provision and clause were set forth in its entirety.

15.9 No Third Party Rights. Nothing in this AGREEMENT or as a consequence of any of the SERVICES provided gives any rights or benefits to anyone other than the CLIENT and CONSULTANT. All duties and responsibilities undertaken in this AGREEMENT are for the sole use and exclusive benefit of CLIENT and not for the use or benefit of any other party.

End of General Conditions



Mr. Erik Oden
Executive Director Facilities, Maintenance, and Operations
Santa Rosa City Schools
110 Stony Point Rd., Unit 225
Santa Rosa CA 95401

February 2, 2024

SUBJECT: PROPOSAL TO PREPARE CEQA DOCUMENTATION FOR THE SANTA ROSA HIGH SCHOOL SOFTBALL FIELD SCOREBOARD PROJECT

Dear Mr. Oden;

We would be pleased to prepare the CEQA documentation for the Santa Rosa High School Softball Field Scoreboard Project. I understand the project to entail re-configuring accessible parking spaces (and other spaces) in one of the school parking lots, as well as constructing an approximately 9-foot by 4-foot scoreboard behind the centerfield wall of the existing softball field at the school. No lighting or other improvements (i.e. operational changes) are proposed. The work may qualify for Exemption under CEQA Categorical Exemptions, Class 1, which applies to renovations of existing facilities, and/or the CEQA Common Sense Exemption (assuming no exceptions to the exemptions apply).

We propose to complete the following tasks.

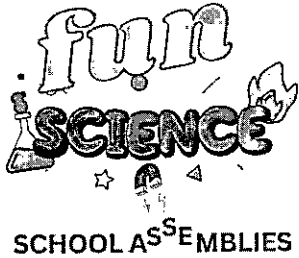
- Coordinate with the project engineer, review project site plans, review published information, and consult with the project engineers to determine if the Class 1 or Common Sense Exemptions apply (and no exceptions apply).
- Assuming the project qualifies for the exemption(s), prepare the standard Notice of Exemption form (electronic copy) for the project for posting at the County Clerk's office. This will be accompanied by a brief memo summarizing our findings with respect to potential exemption and exceptions.

I propose to conduct this analysis for a fee not to exceed \$1080 (6 hrs. @ \$180/hr.). This ceiling will not be exceeded without your prior authorization, and the District will be billed only for time and materials actually expended. Direct expenses will be billed at cost. We anticipate all work will be done within two weeks of authorization to proceed. Work will be billed monthly and payment is due within thirty days of receipt of invoice. Please contact me at (510) 849-2354 if you have any questions regarding this proposal.

Sincerely;

A handwritten signature in black ink, appearing to read "Richard Grassetti".

Richard Grassetti
Principal



FUN SCIENCE SCHOOL ASSEMBLIES

This Assembly Contract is made and entered into as of January 12th, 2024 by and among Santa Rosa Middle School referred to as the "Contracting Party", and " Fun Science School Assemblies", referred to as the "Contracted Party." CONTRACTED PARTY and CONTACTING PARTY shall be referred to heron as "the parties." The parties agreed that "Contracted Party" shall perform the following services for the "Contracting Party."

SCHOOL ASSEMBLY CONTRACT & AGREEMENT INFO

Customer Name(s): Katie-Lauren Dunbar
Customer Email: kdunbar@srcs.k12.ca.us
School Name: Santa Rosa Middle School
School Address: 500 E St, Santa Rosa, CA 95404
Payment Type: Cash or Check (Due date of event)

(2) LIVE SCIENCE ASSEMBLIES Amount: \$800 Date: 03/27/24 Start time: 10:17am
 Final Payment Due: at day of each event
 Event Location: MU 10:17-11:04 and 4th (11:09-11:56)

Ken will be on campus 1 hour before the Assemblies for setup (9:15am). I will check in with the office first and then unload.

Event	Description	Date & Time	Cost
(2) LIVE Science Assemblies	I will run (2) Live Science Assemblies back to back with a 5 minute break to reset for the next assembly. Volunteers will be ask to come and assist with some of the science experiments.	WED 03/27/24 1st 10:17 - 11:04 2nd 11:09 - 11:56	\$800 2 shows
Total			\$800

1) SCHOOL REQUIREMENTS -

- Fun Science needs access to the the room 1 hour before the event for set up
- Fun Science would like to request 2 tables
- Live Science Shows will be held in the gym

2) FUN SCIENCE RESPONSIBILITIES -

- Fun Science parks in designated area to unload. Which is located behind the school on 5th street. There is a gate that opens from the parking lot to the gym entrance.
- Fun Science will perform (2) 45 minute Live Science Assemblies
- Fun Science will supply speaker and microphone

3) PAYMENT METHOD

- Payments preferred via personal check or Cash:
- Please make check out to Ken Zschach
- Please include the school name and event date on all check payments


4) CANCELLATION BY CLIENT

- Clients may cancel event for a full refund with a minimum of 15 days notice
- Events cancelled within 30 days of the event date will receive credit to rebook

5) EFFECT DATE

- This contract shall be effective upon its signing by the Contracting Party.

Please returned signed.

x 

Katie-Lauren Dunbar

Authorized Representative of Contracting Party

on this the Jan day of 16th, 2024

Thank you for your business. I look forward working with you.

Ken Zschach

Fun Science School Assemblies

elementarysciencenight@gmail.com

707-304-4426

SONOMA COUNTY OFFICE OF EDUCATION
5340 Skylane Blvd.
Santa Rosa, CA 95403

MEMORANDUM OF UNDERSTANDING FOR DATA SHARING SERVICES

This Memorandum of Understanding ("MOU") is entered into this 1st day of February, 2024 by and between the SONOMA COUNTY OFFICE OF EDUCATION ("SCOE"), and the SANTA ROSA CITY HIGH SCHOOL DISTRICT ("LEA," together with SCOE, the "Parties").

WHEREAS, SCOE and LEA enter into this MOU to facilitate the mutual sharing of data and establish responsibilities between the Parties; and

WHEREAS, the Parties wish to protect the privacy of student records, and to comply with any applicable privacy statutes, including the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended; "FERPA"); California Education Code § 49073.1; the Student Online Personal Information Protection Act (California Business and Professions Code § 22584; "SOPIPA"); California Civil Code § 1798.29; and California Government Code § 6250 et seq.; and

WHEREAS, the purpose of this MOU is to set forth the rights and responsibilities of SCOE and LEA with respect to data collected or retained by the LEA or by SCOE pursuant to this MOU.

NOW THEREFORE, in consideration of the terms and conditions hereof, including the recitals, the Parties agree as follows:

1. Role of SCOE -

- 1.1. SCOE shall provide services designed to assist LEA with certain requirements and mandates for managing or reporting on data collected by LEA, potentially including the integration of data between disparate systems, and staff and pupil records, which include any information that is directly related to a student that is maintained by LEA or acquired directly through the use of instructional software or applications assigned to a student by a teacher or other LEA employee (collectively, "Data"). Services rendered under this MOU shall be referred to as "Core Services" and be identified in Exhibit A hereto.

2. Responsibilities of SCOE

SCOE will provide any services it delivers in a timely and professional manner.

- 2.1. SCOE will assist with the automation of any processes required for the exchange of Data between the Parties to the extent possible.
- 2.2. SCOE will ensure any systems it develops with such Data to serve the needs of LEA or public agencies will have appropriate levels of security, as further detailed in Section 11 (Data Security) of this MOU.
- 2.3. SCOE shall help ensure Data available can only be viewed or accessed by agencies legally allowed to do so, and as agreed upon by LEA and SCOE.
- 2.4. Should it be deemed necessary, SCOE will specify and assist in allowing network access to resources, in a controlled and secure manner.

3. LEA Rights and Responsibilities

- 3.1. LEA shall provide system linkages or necessary Data extracts or permission access from LEA's student information or other systems on an agreed upon or pre-defined schedule between the Parties. Any such schedule agreed upon in writing (including email) between the Parties shall be deemed incorporated herein and made a part hereof upon such mutual agreement.
- 3.2. Data extracts will be provided electronically by LEA to SCOE.
- 3.3. LEA will be responsible for providing the data needed to integrate LEA's Data into SCOE's data repositories as needed to perform the required tasks.
- 3.4. Data provided by LEA shall include Data relevant to the purpose of this MOU or specific system requirements.
- 3.5. LEA shall be responsible for determining which of their staff has access to system and communicating to SCOE the roles and responsibilities of each person with said access, including the person who is responsible for maintaining LEA's main and sub-accounts.
- 3.6. LEA shall designate those individuals who can: (a) transmit Data to SCOE; (b) request release of Data to LEA or third parties; or (c) request extracts or analysis of LEA's Data.

4. Third-Party Agencies

Third parties may include but are not limited to public agencies the Parties desire to collaborate with, public agencies the Parties are required to share Data with, and/or any third-party vendor of either Party. Permission for SCOE to share Data with a third party must be first granted by LEA in writing.

5. Amendments to MOU

The MOU shall be supplemented by amendments or other attachments that will reflect specific undertakings by SCOE and LEA.

6. Applicable Law

6.1. Data sharing under this MOU will from time to time include SCOE collecting and maintaining educational, personnel, medical and financial records that contain personally identifiable information (PII) on students or staff of LEA. SCOE is bound by the same regulations and laws for access and management of this Data, and will conform to all legal requirements. SCOE and LEA agree that the disclosure of information under this MOU complies with the requirements of Education Code § 49073 et seq., FERPA, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), SOPIPA, and other state and federal laws and regulations regarding educational, personnel, medical and financial records.

6.2. The Parties understand that certain federal and state programs and laws, including the free and reduced lunch program and laws governing the provision of special education services, have additional legal requirements for data security, and both Parties agree to maintain full compliance with such requirements. Without limitation to the foregoing, SCOE and LEA additionally agree that aggregated (non-individually identifiable) and non-aggregated PII Data may be reported upon or shared as allowable by law.

6.3. SCOE and LEA shall ensure joint coordination and cooperation with one another to ensure compliance with FERPA, 20 U.S.C. § 1232g; 34 C.F.R. Part 99, as amended. The foregoing notwithstanding, SCOE and LEA agree that LEA shall be responsible for providing notices to parents required under FERPA, obtaining necessary parental consent required under FERPA, and for providing parent(s), guardian(s) or student(s) with an opportunity to inspect and challenge the contents of Data shared with SCOE pursuant to this MOU.

7. Ownership of Data

SCOE and LEA agree that the LEA will continue to maintain ownership of and control over its source Data. SCOE agrees that it will not alter LEA's source Data without explicit authorization from LEA, and is not responsible for any errors therein. SCOE shall not be responsible for the type or quality of the Data provided by LEA, and SCOE makes no warranty as to the Data itself. LEA understands that though SCOE may notify it of issues it discovers with the source Data, LEA is responsible for any corrections required to its own Data or will authorize SCOE to make any limited explicit changes. LEA acknowledges that accurate reports rely upon accurate source Data being

maintained by LEA. Each party owns or controls its data systems and the work product generated by such systems.

8. Prohibited Use of Data

Except as otherwise permitted by the terms of this MOU specified in Exhibit C, SCOE shall not use the Data supplied to it in an unauthorized manner. Specifically, SCOE shall not sell or release Data, nor enable or permit third parties to engage in targeted advertising to students or to build student profiles unrelated to the purposes contemplated by this MOU.

9. Student and Parent Access to Data

SCOE shall work with LEA to provide a means by which employees, when authorized by LEA, can search and access student Data through reasonable procedures for LEA to respond to a parent, legal guardian, or eligible student who seeks to review PII in the pupil's records and to correct erroneous information. The foregoing notwithstanding, SCOE shall cooperate with LEA to help ensure this record correction will be consistent with LEA's policies regarding record correction.

10. Third-Party Vendors

SCOE will have contracts with third parties to help SCOE maintain the SCOE data system ("SCOE Contractors"). SCOE may not distribute student or staff Data to any SCOE Contractors without LEA's written consent or as permitted by this MOU, unless required by law. SCOE shall ensure that approved subcontractors adhere to this MOU. SCOE will help ensure that any subcontractor or sub-processor that it engages, to process, store, or access Data, has adequate technical security and organizational measures in place to keep Data secure and comply with this MOU. SCOE will require any third party vendors and subcontractors to comply with any applicable state and federal laws and regulations regarding educational records and data privacy, including but not limited to: Education Code §§ 49073.1, 49076, and 49076.5; FERPA; HIPAA; and SOPIPA.

11. Data Security

Both Parties agree to maintain appropriate security protocols in the transfer or transmission of Data, including ensuring Data may only be viewed or accessed by representatives of the Parties legally allowed to do so. SCOE shall maintain Data obtained or generated pursuant to this MOU in a secure computer environment and not copy, reproduce, or transmit Data obtained pursuant to this MOU, except as requested by LEA. SCOE shall provide security training to those of its employees who operate or have access to the system. SCOE may also provide an initial security training to LEA. SCOE shall provide LEA with contact information for the person at SCOE who LEA may contact if LEA has security concerns or questions. Where applicable, SCOE will require unique account identifiers, user names, and passwords that must be entered each time

a

client or user signs in. A description of SCOE's data security practices and procedures is attached to this MOU as Exhibit B.

12. Data Breach Notification

SCOE shall maintain Information Security & Privacy Insurance with Electronic Media Liability policy with coverage limits of no less than one million dollars (\$1,000,000.00) per occurrence and five million dollars (\$5,000,000.00) aggregate for the duration of this MOU. Such policy shall cover damages resulting from unauthorized access to, or theft of, data obtained by SCOE in connection to this MOU, as well as the unauthorized disclosure or use of (PII) that SCOE may acquire from LEA ("Data Breach"). It is further agreed and understood that the policy shall include coverage for crisis management costs, credit-monitoring expenses, payment of monies requested in connection to cyber extortion of LEA Data, and defense costs, fines, and penalties related to a Data Breach. Parties agree that the insurance requirements referred to herein shall apply to any third-party vendors hired by SCOE that may obtain or maintain LEA Data, as well as the outside agencies referred to in Section 13 of this MOU. LEA reserves the right to request proof of insurance from SCOE, third-party vendors, and outside agencies to confirm compliance with these insurance requirements. Upon becoming aware of any unlawful or unauthorized access to student or staff Data stored on equipment used by SCOE or in facilities used by SCOE, SCOE will take the following measures:

- 12.1.** Promptly file a claim with SCOE's Information Security & Privacy Insurance with Electronic Media Liability policy provider.
- 12.2.** Promptly notify LEA of the suspected or actual incident, including the type of Data subject to unauthorized access.
- 12.3.** Promptly investigate the incident and provide LEA with detailed information regarding the incident, including the identity of the affected users, and the estimated date of the breach.
- 12.4.** Assist LEA in notifying either the student or their legal guardian, and take commercially reasonable steps to mitigate the effects and to minimize any damages resulting from the incident.

13. Outside Agencies

- 13.1.** SCOE may be required by subpoena or other lawfully issued order to divulge Data to law enforcement or another agency. When permitted by the requesting agency, SCOE shall provide LEA with notice of the request and types of information requested. Both SCOE and LEA have periodic needs to share Data, as legally allowed, with public agencies needing access to such Data to provide services to students. SCOE and LEA understand that sharing Data for use in

such systems streamlines the process of providing services to students. SCOE agrees that no Data will be made accessible to any such agency for any purpose other than those limited to the Data required and only under conditions allowed by law. Education Code §§ 49076 and 49076.5, as amended, and 20 U.S.C. § 1232g and 34 C.F.R. § 99.31, as amended, provide specific conditions under which Data may be accessed by or shared with public agencies.

- 13.2. In accordance with Education Code § 49076(a)(2)(G) and (E), and 34 C.F.R. § 99.31(a)(1) and (6), and 34 C.F.R. § 99.7(a)(3)(iii), SCOE may have periodic needs to share Data, as legally allowed, with university researchers for academic purposes to allow university researchers to collaborate with LEA and SCOE or to perform relevant research studies. SCOE shall notify LEA in writing of any Data sharing pursuant to this Section, as follows:
- 13.3. Describe the identity of the researchers/organizations to whom the Data will be transmitted
- 13.4. Provide contracts when requested, which shall include provisions binding the researcher/organization to the terms of this MOU
- 13.5. Describe the types of Data to be transmitted
- 13.6. Describe the manner in which the Data shall be de-identified or aggregated.

14. Independent Contractors

Both Parties may engage the services of outside professionals in the course of administration, development or technical support of data systems. Any such professionals will be bound at all times by the same confidentiality and security requirements which are applicable to any data within the Parties' systems, and by state and federal law governing such access.

15. Indemnification and Liability

Each Party agrees to indemnify the other against any and all liability, actions, claims, damages, losses, costs, and expenses (including attorneys' fees) arising out of or in any way resulting from the indemnifying Party's own negligent or intentional acts, errors, or omissions in connection to the performance of the responsibilities of each Party, per this MOU. The Parties shall not be held liable for any special, consequential, indirect or incidental damages incurred as a result of this MOU. The Parties shall be held harmless for any claims or lawsuits arising out of the release of information pursuant to a request by one of the Parties in conformity with this MOU or pursuant to law, excluding such release in connection to the negligence of either Party, or that of its officers, agents, or

employees. If liability, damages, or any other claim relating to Data shared pursuant to this MOU is a result of a third party's act or omission, then the indemnification and defense that the third party contractually owes to SCOE and/or LEA shall also be extended to the other Party to this MOU, to the maximum extent possible.

16. Severability

If any provision of this MOU is determined by a court to be invalid, unenforceable or otherwise ineffective, that provision shall be severed from the rest of this MOU, and the remaining provisions shall remain in effect and enforceable.

17. Term

This MOU may be periodically or annually updated to incorporate changes if required upon mutual agreement of the Parties. LEA understands that this MOU is part of an effort to standardize data sharing and management between SCOE and all districts it serves, and as such, every effort will be made to maintain a common agreement across all agencies. Notwithstanding the foregoing, this MOU shall terminate effective June 30, 2025.

18. Termination

Either Party may terminate this MOU upon ninety (90) days' written notice. Upon termination or expiration of this MOU, SCOE shall work with LEA for the orderly cessation of extracts of student Data. Upon termination or expiration of this MOU, SCOE shall return or delete personally identifiable student Data unless otherwise provided by law or mutual agreement of the Parties. SCOE and LEA understand that SCOE may have an ongoing need to reference the raw Data it acquired during the term of this MOU. In the event that such need arises, SCOE shall, to the extent possible and subject to the mutual agreement of the LEA, only retain anonymized, aggregated Data that it obtained from LEA during the term of this MOU. However, SCOE certifies that such anonymized, aggregated Data shall be purged when the Data has exceeded its useful life and shall not be kept for more than seven (7) years unless otherwise legally required.

19. Dispute Resolution

In the event of a dispute between any Party to this MOU, the parties shall attempt to resolve their disputes informally, in discussions involving the decision-makers for each of the parties. If these discussions are not successful, the parties shall retain a mediator to resolve the dispute with the mediation to be held within ninety (90) days of the date the dispute arises. If mediation is not successful, either party shall have the right to bring

the dispute before the Sonoma County Superior Court.

20. Representation by Counsel

Each Party understands and is aware that School and College Legal Services of California may provide legal advice and services to both parties on this and other matters. Each Party has no objection to the representation of the other Party in the formation and implementation of this MOU by the same legal counsel.

IN WITNESS WHEREOF, the Parties agree to this Memorandum of Understanding to be executed by their duly authorized officers in the County of Sonoma, State of California.

**SONOMA COUNTY OFFICE OF
EDUCATION**

**SANTA ROSA CITY HIGH SCHOOL
DISTRICT**

By: _____

By: _____

Name: Amy R. Carter

Name: Anna Trunnell

Title: Superintendent of Schools

Title: Superintendent

Dated: _____

Dated: _____

EXHIBIT A

SCOE Core Services

Service Provider	Application/Project	Division/Department
Escape Technologies	Escape	IT/Business Services
Eagle Software	Aeries	IT
Schoolwise	SIS	IT
Illuminate Education	eduCLIMBER	IT
Illuminate Education	DnA	IT

Illuminate Education	Achievement Dashboard	IT
Powerschool	L4u	IT
CDE	CALPADS	ESS/IT
CORE Data	CORE Data Collaborative	ESS/IT
Pearson	L4U	ESS/IT
Qualtrics	Rooster Collaborative	ESS (CTE Partnerships)
Qualtrics	PBS Improvement Academy	ESS (CTE Partnerships)
Sonoma County Office of Education	Data Analytics	IT
National Student Clearinghouse	Student Tracking	ESS/IT
Samsha Project	Student Analysis	Special Education

EXHIBIT B

SCOE Data Security Practices and Procedures

Introduction: SCOE has established an Information Security (InfoSec) Program based on industry best practices and the needs of California K12 systems. The InfoSec program involves several departments, including Business Services, Human Resources, and Information Technology Services. The departments are primary functional units that will engage with legal counsel and security service/solution providers to develop and execute improvement plans. This plan may be periodically updated to take into account improving practices and technologies and to respond to a changing threat environment. LEA's will be provided with annual updates where there have been material modifications to the practices and procedures stated below.

As of June 24, 2019, the Program has identified the following areas to be part of the continual improvement of the SCOE InfoSec practices.

1. **Anti-Virus/Malware Administration and Configuration**
 - 1.1. Regularly review and examine the policies and procedures related to Anti-virus/Malware controls and the configuration of Anti-virus/Malware software and appliances
 - 1.2. Continual improvement of Anti-virus/Malware software configuration, operation and security

- 1.3. Provide Anti-virus/Malware training and awareness.
- 1.4. Practice in depth Anti-virus/Malware defense for server and end user computers

2. Continuity of Operations Plan (COOP) and Disaster Recovery Plan (DRP)

COOP is the collection of sets of processes and procedures carried out by an organization to ensure that essential business functions continue to operate during and after a disaster. As part of the COOP there is a DRP. These are the technical plans developed for specific groups within an organization to allow them to recover a particular business application. SCOE addresses these plans by:

- 2.1. Performing annual Business Impact Analysis with various departments to identify mission critical processes and/or departments and prioritize the recovery processes and/or departments in accordance with their level of criticality.
- 2.2. Secure Executive Oversight and Support for the COOP
- 2.3. Continual updates of documentation, content, sufficiency, testing and documentation of test results of the plans.

3. Firewall Administration and Configuration

- 3.1. Examine and document the policies and procedures related to the administration of the organizations firewall(s)
- 3.2. Examine and document configuration files and access control lists for the devices and/or applications and operating systems
- 3.3. Implement least privilege access
- 3.4. Documentation, content and sufficiency of firewall policies and procedures
- 3.5. Logical placement of firewalls
- 3.6. Restricted access to management interfaces
- 3.7. Continual evaluation of applied rule sets
- 3.8. Backup, recovery, and storage of configuration files
- 3.9. Firewall event log review and sufficient storage for retention policy

4. Network Systems and Database Vulnerability Scanning

Perform scheduled simulations of attacks on the network and database systems by utilizing industry best of breed tools, which identify the vulnerabilities in the systems and provide recommendations for remediation.

5. Network Monitoring & Intrusion Detection

- 5.1. Regularly review the event logs to identify and correlate unauthorized, unusual, and sensitive access activity, such as:
 - 5.1.1. Attempted unauthorized logical and physical access;
 - 5.1.2. Access trends and deviations from those trends;

- 5.1.3. Access to sensitive data and resources;
- 5.1.4. Highly-sensitive privileged access, such as the ability to override security controls;
- 5.1.5. Access modifications made by security personnel; and
- 5.1.6. Unsuccessful attempts to logon to a system.
- 5.2. Improve documentation, content and sufficiency of network monitoring and intrusion detection policies and procedures
- 6. Patch Management
 - 6.1. Regularly review and update systems, configuration, and applications for required systems
 - 6.2. Sufficient testing of systems before and after patching
 - 6.3. Maintain documentation of patch history of required systems
- 7. Physical Security
 - 7.1. To prevent unauthorized personnel from gaining direct access to SCOE facilities that house sensitive information, the following areas are under regular review and improvement process:
 - 7.2. Documentation, content and sufficiency of physical security policies and procedures.
 - 7.3. External: facility perimeter, perimeter lighting, parking areas, parking area lighting, landscaping, exterior building lighting, exterior doors and locks and other entry points
 - 7.4. Internal: doors, windows, ceilings, raised floors, wiring and utility closets, ceilings, attics, basements, crawlspaces, public areas
 - 7.5. Lock and Key control
 - 7.6. Access control including identification systems in use and access points
 - 7.7. Intrusion alarms
 - 7.8. Fire detection, suppression and prevention
 - 7.9. CCTV/digital imaging technologies
 - 7.10. Power system and utility control points
 - 7.11. Documentation, retired network storage, and refuse disposal
 - 7.12. Mail Handling
 - 7.13. Hard copy record storage
 - 7.14. Network Operations Center
- 8. **Server (Data Center Systems) Administration and Configuration**
Continual improvement of the following areas:
 - 8.1. Documentation of server implementations, policies, and procedures
 - 8.2. Hardware, operating system, and application security
 - 8.3. User account policy and rights assignments
 - 8.4. Auditing policies, system changes, user rights, and access to sensitive data
 - 8.5. Event and security log retention and regular review
 - 8.6. Critical file and folder permissions

8.7. Remote access and security

9. Network Switch and Router Administration and Configuration

9.1. Continual improvement of the following areas:

9.2. Develop clear documentation, content and sufficiency of policies and procedures

9.3. Streamline installation, operation and security Regular review of configuration

10. Workstation Administration and Configuration

Continual improvement of the following:

10.1. Documentation of workstation policies and procedures

10.2. Hardware security

10.3. Operating System installation, configuration and maintenance (patching)

10.4. User account policies and rights assignments

10.5. Event and security log settings and retention

10.6. Critical file and folder permissions

10.7. Remote access and security

11. Mobile Devices

Regularly examine SCOE's policies and procedures related to administration of the mobile devices assigned to staff and students. The mobile devices include laptops, tablets and smartphones for both SCOE owned devices and personal devices brought onto SCOE's network.

12. Application Security Assessment and Mitigation

The primary objective is to assess how effectively and efficiently SCOE ensures that no single trusted IT system user, administrator, or vendor is able to exploit vulnerabilities in SCOE's IT systems to accomplish and/or conceal an unauthorized diversion of SCOE's assets. Identify where the risk exists and evaluate the controls designed to mitigate this risk. Regularly review, evaluate, and update, if necessary, of the following IT controls:

12.1. Database administration practices.

12.2. Production control practices.

13. Users Awareness Training

Develop and update timely and relevant training material to raise the level of cybersecurity awareness of users throughout the organization.

EXHIBIT C DATA PRIVACY PROVISIONS

This addendum ("ADDENDUM NO. 1 DATA PRIVACY PROVISIONS") serves to outline additional agreements between the parties to the MEMORANDUM OF UNDERSTANDING FOR DATA SHARING BETWEEN DISTRICT AND SCOE specifically relating to the use and handling of the data shared by and between the LEA and SCOE.

1. SCOE shall not use any information in a Pupil Record for any purpose other than those required or specifically permitted by the MOU. For the purposes of this Addendum No. 1, a "Pupil Record" or "Pupil Records" include any information directly related to a pupil that is maintained by the LEA or acquired directly from the pupil through the use of instructional software or applications assigned to the pupil by a teacher or other LEA employees. A "Pupil Record" or "Pupil Records" does not include de-identified information that, on its own or in aggregate, cannot be used to identify an individual pupil.
2. All Pupil Records obtained by SCOE from LEA continue to be the property of and under the control of the LEA. The LEA retains exclusive control over student and staff data, including determining who may access data and how it may be used for legitimate authorized purposes.
3. SCOE shall provide a means by which its employees, when so authorized, can search and export Pupil Records through reasonable procedures to the LEA such that the LEA can respond to a parent, legal guardian or eligible student who seeks review personally identifiable information on the pupil's records or correct erroneous information.
4. SCOE may not distribute Pupil Records to any third party without LEA's express written consent or as permitted by the MOU, unless required by law. Unless permitted by the MOU, use of subcontractors and subcontractor access to Pupil Records must be approved in writing by the LEA. SCOE will ensure that approved subcontractors adhere to all provisions of the MOU and this Exhibit C. Provider ensures that any subcontractor or sub processor that it engages to process, store or access Pupil Records has

adequate technical security and organizational measures in place to keep Pupil Records secure and to comply with the terms of the MOU and this Addendum No. 1.

5. SCOE shall take actions to ensure the security and confidentiality of Pupil Records, including but not limited to designating and training responsible individuals on ensuring the security and confidentiality of Pupil Records.
 - 5.1. SCOE shall maintain all data obtained or generated pursuant to the MOU in a secure computer environment and not copy, reproduce or transmit data obtained pursuant to the MOU except as necessary to fulfill the purpose of the original request. SCOE shall warrant that security measures are in place to help protect against loss, misuse and alteration of the data under SCOE's control. When the service is accessed using a supported web browser, Transport Layer Security ("TLS") or equivalent technology protects information using both server authentication and data encryption to help ensure that data is safe, secure and available to only authorized users. SCOE shall host content pursuant to the service in a secure server environment that uses a firewall and other advanced technology in an effort to prevent interference or access from outside intruders. Where applicable, the service will require unique account identifiers, usernames and passwords that must be entered each time a client or user signs on.
6. Notwithstanding section 6.1 below, SCOE certifies that Pupil Records shall not be retained or available to the SCOE or any such third party that the SCOE has contracted with for the purpose of providing the Service following the completion of the terms of the MOU. SCOE shall destroy or return to the LEA all Pupil Records obtained pursuant to the MOU when such Pupil Records are no longer required for the Service, or within a reasonable period of time. Nothing in this Exhibit C authorizes the SCOE to maintain personally identifiable data beyond the time period reasonably needed to complete the disposal of Pupil Records following the Service.
 - 6.1. SCOE may retain a specific pupil's records in the event that that pupil chooses to establish or maintain an account with SCOE for the purpose of storing pupil-generated content, either by retaining possession and control of their own pupil-generated content or by transferring pupil-generated content to a personal account.
7. The terms and conditions of the MOU and any addenda are incorporated herein by reference. This Exhibit C shall govern the treatment of student records in order to comply with the privacy protections, including those found in FERPA, Section 49073.1 of the Education Code, and Chapter 22.2 of Division 8 of the Business and Professions Code. In the event there is a conflict between the terms of this Addendum and the MOU or any other agreement or contract document(s) pertaining to the MOU, the terms of this Addendum No. 1 shall apply. Notwithstanding the above statement, all other provisions

of the MOU shall remain unaffected.

8. The term of this Exhibit C shall expire on the termination date stated in the MOU or in any addenda to such MOU, whichever controls.
9. Neither LEA nor SCOE may modify or amend the terms of this Exhibit without mutual written consent.



Next

SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as “DISTRICT”, OR “BOARD” and The LIME Foundation NextGen Trades Academy hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: N/A - - - - -

Funding Category: Base Supplemental Concentration
 Restricted: _____ X Other: N/A

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

Contract is: X New Renewal Addendum Amendment

Number of Individuals Served: 40 Students

Approved at Site by*: Gabriel Albavera Date: 2/1/24
* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

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

Contract Created by: _____ Phone #: _____
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: **February 8, 2024** Proposed Contract End Date: **June 30, 2025**

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____
Fiscal Services Authorizer **LAST REVISED ON 4-17-23**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Reference is hereby made to Exhibit A, attached hereto and incorporated by this reference, which sets forth the responsibilities and duties of the DISTRICT.

(b) CONTRACTOR's Responsibilities and Duties:

Reference is hereby made to Exhibit A, attached hereto and incorporated by this reference, which sets forth the responsibilities and duties of the CONTRACTOR.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - February 8, 2024, and will continue through June 30, 2025, 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 Zero Dollars (\$0.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

This contract is fully funded by the Elsie Allen High School Foundation and matching funds by the LIME Foundation to cover the cohort expenses totaling \$126,000 and is governed by its own separate contract agreement.

Payments for two training cohorts will be paid in four installments. CONTRACTOR will submit an invoice of \$15,000 up to 60-days before the start of each cohort. The remaining \$15,000 per cohort will be invoiced upon completion of the cohort. The cost of \$30,000 per cohort will remain fixed regardless of potential student withdrawal after Day 1.

In the event that funds are not received by the CONTRACTOR within 30 days of the invoice(s) by the Elsie Allen High School Foundation, the CONTRACTOR reserves the right to terminate this contract without further obligation or liability. The termination shall be effective upon written notice to the DISTRICT.

In the event that funding becomes unavailable or insufficient to fulfill the financial obligations during its term, the DISTRICT acknowledges that it will not be held liable for any compensation, damages, or other claims arising from the lack of funds. The DISTRICT and the CONTRACTOR agree to work in good faith to explore alternative funding sources or modifications to the contract terms to accommodate the financial constraints. However, if a satisfactory resolution cannot be reached within a reasonable period, the CONTRACTOR retains the right to terminate this contract, and the DISTRICT shall not incur any obligations or liabilities as a result of such termination.

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?):

Career Preparedness – Up to 40 EAHS students will participate in ten trades classes and five career development workshops during two cycles of the program. This metric is measured throughout the program with a goal to provide career exposure and teach introductory construction trade skills.

Safety Certifications – 70% or higher number of students will receive their CalOSHA safety certifications. This metric is measured at the end of class as a graduation requirement to assess basic safety knowledge and prepare students for work as apprentices, employees and entrepreneurs.

Vocational Career Planning – 100% of graduates will complete a vocational career plan and participate in at least two trade-related interviews within 30 days. This metric will empower students to secure meaningful employment in the trade of their choice.

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

(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: CONTRACTOR is not being asked to create or develop any patent, copyright, or trade secret material for the DISTRICT under this Agreement. CONTRACTOR and the DISTRICT each agree to honor the proprietary information of the other party, and neither party shall disclose or circumvent the other party's proprietary information now or in the future. Both parties will own their own Intellectual Property and shall have exclusive use of such individually owned "know-how" and intellectual property. CONTRACTOR acknowledges that the DISTRICT may use materials developed through this contract as presentation materials at its sole discretion.

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:

LIME Foundation

1400 Petaluma Hill Road

Santa Rosa, CA 95404

707-532-5463

support@thelimefoundation.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.

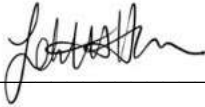
25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 20__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature:  _____

Lisa August

Letitia Hanke

Associate Superintendent

Executive Director

shoyos@srcs.k12.ca.us

letitia@thelimefoundation.org

707-890-3800 x80201

707-532-5463 x1001

EXHIBIT A

Responsibility/Activity	Lead Agency or Shared Responsibility
Provide two 3-week cohorts of the NGTA Core Curriculum to EAHS high schoolers ages 16-19. The classes will take place on Tuesdays, Wednesdays and Thursdays from 3:30pm to 5:30pm. The first cohort will be from March 26 to April 16, 2024. The second cohort will be scheduled for the Fall 2024 or Spring 2025.	CONTRACTOR
Share data on student progress, program graduation and job placement	CONTRACTOR
Facilitate relationships with employers for program graduates and communicate opportunities to EAHS students for job placement purposes.	CONTRACTOR
Provide an in-person NGTA presentation for students to assist with recruitment	CONTRACTOR
Recruit up to 20 youth to participate in each construction training cohort.	CONTRACTOR and DISTRICT
Provide location for training at EAHS facility in the Elsie Allen High School workshop, room F-7. NGTA will also have access to the College and Career Center in Building A as needed.	DISTRICT
Provide construction skill-building training and industry-recognized certifications for participants.	CONTRACTOR
Oversee job placement process by assisting youth in identifying opportunities, preparing for interviews, and making the post-program transition.	CONTRACTOR
Share relevant updates about student progress in the program, including enrollment, attendance, completion, and placement in permanent job.	CONTRACTOR
Oversee the interview process and placement of qualifying youth into the training program.	CONTRACTOR
Monitor successful completion of the training program by participating youth. Ensure barriers to completion are addressed through collaborative efforts.	CONTRACTOR and DISTRICT
Attend joint meetings to ensure success of the program. Meeting dates, times, and locations will be approved by both parties, may include virtual meetings.	CONTRACTOR and DISTRICT
Promote the success of the program and collaborate with key community stakeholders.	CONTRACTOR and DISTRICT





JMA security - Elsie Allen - Graduation

Final Audit Report

2024-02-02

Created:	2024-02-01
By:	Simona Hoyos (shoyos@srcs.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAARSh7BTadttSyU4kOzKYQ-C-rDPL-d-nO

"JMA security - Elsie Allen - Graduation" History

-  Document created by Simona Hoyos (shoyos@srcs.k12.ca.us)
2024-02-01 - 6:48:08 PM GMT
-  Document emailed to Lisa August (laugust@srcs.k12.ca.us) for signature
2024-02-01 - 6:48:59 PM GMT
-  Document e-signed by Lisa August (laugust@srcs.k12.ca.us)
Signature Date: 2024-02-02 - 6:11:52 PM GMT - Time Source: server
-  Agreement completed.
2024-02-02 - 6:11:52 PM GMT

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

**Student Teaching/Clinical Practice Partnership Agreement with Cooperating School
District**

This Student Teaching/Clinical Practice Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **Santa Rosa City Schools District** (the “District”).

Whereas, the University’s curriculum requires teaching program candidates to complete a student teaching experience working under the supervision of a certified teacher (“Student Teaching/Clinical Practice”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to make its premises and certified teachers available for Student Teaching/Clinical Practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Student Teaching/Clinical Practice within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will validate the completion of California Teacher requirements at a proficient level for candidates seeking graduate course credit for meeting formative assessment and induction standards.
- B. The District will accept University students for Student Teaching/Clinical Practice (a “Student Teaching/Clinical Practice Candidate”) for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Student Teaching/Clinical Practice Candidates it deems to be feasible at any given time.
- C. A Student Teaching/Clinical Practice Candidate’s normal teaching load shall be the same as the certified teacher to whom the candidate is assigned. The Student Teaching/Clinical Practice Candidate’s other duties shall include, but are not limited to, classroom observation, classroom teaching, development of unit and daily lesson plans, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences.
- D. The University will inform the District of length of placement when making requests for placement.
- E. Student Teaching/Clinical Practice Candidates are required to follow the academic calendar of the District.

- F. The District shall appoint a certified teacher to supervise each Student Teaching/Clinical Practice Candidate (a “Cooperating Teacher”). Cooperating Teachers shall meet the following criteria:
1. The Cooperating Teacher shall be a full-time member of the District’s faculty.
 2. The Cooperating Teacher must have taught for a minimum of three (3) years and have been employed by the District for at least one year.
 3. The Cooperating Teacher must hold credentials in the field in which he/she is teaching.
 4. The Cooperating Teacher must approve of having a Student Teaching/Clinical Practice Candidate assigned to them.
 5. The Cooperating Teacher must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CTC”).
- G. The Dean of the School of Education shall designate an appropriate person to supervise the Student Teaching/Clinical Practice Candidate (the “University Supervisor”) in accordance with all CTC requirements. The University Supervisor will guide, counsel, instruct, and supervise Student Teaching/Clinical Practice Candidates. The University Supervisor’s major responsibilities include, but are not limited to:
1. Conferencing with Cooperating Teachers to whom the Student Teaching/Clinical Practice Candidates are assigned about the expectations of the University and District.
 2. Providing the Cooperating Teacher with University resources for supervising a Student Teaching/Clinical Practice Candidate.
 3. Serving as the first point of contact for the University.
 4. Monitoring the Student Teaching/Clinical Practice Candidate’s progress.
 5. Observing, critiquing, and conferencing with the Student Teaching/Clinical Practice Candidate at least three times during the Student Teaching/Clinical Practice placement.
 6. Providing frequent feedback to the Student Teaching/Clinical Practice Candidate and Cooperating Teacher regarding progress, problems, and recommendations.
 7. Being available to address the needs of both the Student Teaching/Clinical Practice Candidate and the Cooperating Teacher.
 8. Following consultation with the Cooperating Teacher, issuing a final grade to the Student Teaching/Clinical Practice Candidate.
- H. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District’s confidentiality requirements and policies, the District shall

allow the Student Teaching/Clinical Practice Candidate access to information, including relevant documentation and reports.

- I. University Students shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Student Teaching/Clinical Practice Candidates

The District will notify the University in writing, prior to taking any action against a Student Teaching/Clinical Practice Candidate regarding any concerns or complaints about a Student's performance or unsatisfactory conduct in the Student Teaching/Clinical Practice. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Student and remediate the concerns. Except in circumstances where a Student presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Student from its facilities or Student Teaching/Clinical Practice without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Student Teaching/Clinical Practice Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the candidate encounters during his/her Student Teaching/Clinical Practice.

IV. Background Checks

For each Student Teaching/Clinical Practice Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Student Teaching/Clinical Practice Candidate beginning their student teaching experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned student teaching experience. Additionally, all Student Teaching/Clinical Practice candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their student teaching experience and for the duration of their student teaching experience

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Student Teaching/Clinical Practice Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed ("Claims"), that in any way arise out of or relate to (a) the indemnifying party's acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party's non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party's indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **July 1, 2024 through August 31, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Student Teaching/Clinical Practice Candidates that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.

- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.

- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision.

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

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
 Title: Provost and Chief Academic Officer
 Address: Point Loma Nazarene University
 3900 Lomaland Dr.
 San Diego, CA 92106

_____ Date: _____
 Authorized Signature

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
 Title: Dean, School of Education
 Address: Point Loma Nazarene University
 4007 Camino Del Rio South, Suite 400
 San Diego, CA 92108

For the District:

Name (Print): _____

Address (Print): _____

Title: _____

_____ Date _____
 Authorized Signature

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Teaching Internship Agreement with Cooperating School District

This Internship Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **Santa Rosa City Schools District** (the “District”).

Whereas, the University’s intern curriculum requires candidates to complete an internship working under the supervision of a District provided coach (“Internship”); and

Whereas, the District wishes to aid in the educational development of the University’s students and is willing to employ and support Internships by providing designated and qualified District personnel as support (“District Provided Coach(es)”); and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of University students in Internships within the District;

Now, therefore, the parties agree as follows:

I. Duties of the District

- A. The District will hire University students for Internships (an “Intern” or “Teaching Intern”). The District reserves the right to hire only the number of Interns it deems to be feasible and is able to support at any given time.
- B. The District will assign Interns to positions that are authorized to be performed by holders of multiple subject, single subject and special education, with a load that is appropriate for a beginning teacher, and that will enable the adequate time necessary to complete concurrent credential coursework.
- C. The District will place each Intern with a District Provided Coach preferably at the same site as the Intern and with experience in the curricular area, grade level, or services area assigned to the Intern.
- D. The District will compensate Interns with a salary that is not less than the minimum salary required by California law and applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CTC”).
- E. The District may reduce Intern pay by up to 1/8 of its total to pay for District personnel to supervise Intern, provided that Intern salaries prior to any reduction are equal to or exceed the minimum base salary paid to a regular certificated employee. If the District reduces Intern salaries in accordance with this section, no more than eight interns may be advised by a single District support person.

- F. The District will provide support and supervision for Interns in a manner consistent with California law and applicable credentialing agencies, and in full accordance with CTC guidelines.
- G. The District will provide sufficient resources to support Internships, including designated time for District Provided Coaches to provide support and mentoring to Teaching Interns within the school day.
- H. The District will provide Interns with clear terms of employment in writing no later than the first day the Intern is to report for work. This notice shall identify and include contact information about the Intern's District Provided Coach.
- I. The District will identify a District Provided Coach who is immediately available to assist Teaching Interns with planning lessons that are appropriately designed and differentiated for English Learners, for assessing language needs and progress, and to support language accessible instruction.
- J. The District will provide professional development to its District Provided Coaches to ensure the quality of the internship experience.
- K. The District will ensure that all District and site administrative staff respect the confidentiality between the District Provided Coach and Intern. Internship activities will not have a relationship to District evaluation.
- L. The District will only hire as Interns candidates who meet the requirements necessary for obtaining an intern credential.
- M. The District will not hire Interns for positions that displace certificated employees.
- N. Each Intern Certificate will be valid for a period of up to two years.
Exceptions include:
 - 1. Certificates are valid up to three years if the Intern is participating in a program leading to the attainment of a specialist credential to teach students.
 - 2. Certificates are valid up to four years if the Intern is participating in a district intern program leading to the attainment of both a multiple or single subject teaching credential and a specialist credential to teach students with mild/moderate disabilities.
- O. The District will participate in the evaluation of the University's Internship program pursuant to the criteria and process established by the University.

II. Duties of the University

- A. The University will designate a member of its faculty in teacher education to provide leadership for its Internship program, support to its Interns, and to coordinate and communicate with the District as a main point of contact on behalf

of the University (“University Supervisor”). This shall be done at the University’s sole expense.

- B. The University will ensure that its Teaching Interns meet the following requirements necessary to acquire an intern teaching credential:
 - 1. Bachelors’ degree from an accredited school of higher education
 - 2. Subject matter competency
 - 3. Passage of California Basic Educational Skills Test (“CBEST”)
 - 4. Demonstrate knowledge of the United States Constitution by completing a college level course, or a college level examination in the subject
 - 5. Completion of 120 pre-service hours

The University will make application for the intern credential for those meeting the requirements.

- C. The University will enhance the Intern’s growth and development by providing quality coursework, seminars, and experiences to complete the preliminary credential.
- D. During the term of each University quad, the University Supervisor will make four (4) visits to the Intern’s designated classroom to assist and support the Teaching Intern.
- E. The University will ensure the quality of the Internship experience through the providing of professional development. University Supervisors will work with the Teaching Intern and their District Provided Coach in designing appropriate activities that support the Intern’s work with students who require specialized or modified instruction in both the English language and their academic courses (“English Learners”).
- F. The University will notify the District in the event that an Intern is not maintaining enrollment and/or responsibilities in courses necessary to complete the Teaching Internship requirements.
- G. The University will provide advising and transitional assistance to Teaching Interns preparing to enter the Induction program.

III. Removal of Interns

The District will notify the University in writing, prior to taking any action against an Intern regarding any concerns or complaints about the Intern’s performance or unsatisfactory conduct in the Internship. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further support the Intern and remediate the concerns. Except in circumstances where an Intern presents an immediate threat to the health and safety of the District’s students or personnel, the District shall not remove an Intern from its facilities or Internship without engaging in the process described above.

IV. FERPA

Prior to the start of their placement, the University shall provide training to Interns concerning the Family Educational Rights and Privacy Act of 1974, as amended (“FERPA”) and its implementing regulations. As part of this training, the University shall instruct Interns about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Intern may encounter during his/her Internship.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection, acceptance or participation by any Teaching Intern pursuant to this Agreement on the basis of any characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request. The University shall also require Teaching Interns to carry professional liability insurance as a requirement of its program.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party’s affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively “Indemnified Parties”) against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney’s fees, expert witness fees, consultant fees and other costs, incurred by or asserted against Indemnified Parties, whether or not a lawsuit or other proceeding is filed (“Claims”), that in any way arise out of or relate to (a) the indemnifying party’s acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party’s non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party’s indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **July 1, 2024 through August 31, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days' written notice to the other party. However, in the event either party terminates the Agreement, Teaching Interns that have already been placed shall be permitted to complete their placement unless the candidate is otherwise removed pursuant to Section III of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other's name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.
- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way

limit enforcement of the provision.

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

[Signature block on following page (page 6/6)]

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

_____ Date: _____
Authorized Signature

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): _____

Address (Print): _____

Title: _____

_____ Date _____
Authorized Signature

**POINT LOMA NAZARENE UNIVERSITY
SCHOOL OF EDUCATION**

Fieldwork Placement Agreement with Cooperating School District

This Fieldwork Placement Agreement (“Agreement”) is entered into between Point Loma Nazarene University (“PLNU” or “University”) and the **Santa Rosa City Schools District** (the “District”).

Whereas, the University's curriculum requires its Advanced Program Candidates to complete a fieldwork experience working under the supervision of a University site supervisor and its Teaching Candidates to complete a fieldwork experience working under the supervision of a credentialed district teacher (“collectively, "Fieldwork Candidates"");

Whereas, the District wishes to aid in the educational development of the University’s Fieldwork Candidates and is willing to make its premises, faculty and students available for fieldwork practice; and

Whereas, the parties wish to document the guidelines, policies, and procedures for the placement of the University Fieldwork Candidates completing fieldwork experiences within the District;

Now, therefore, the parties agree as follows:

I. General Terms

- A. The District will accept Fieldwork Candidates for fieldwork practice for the times and durations set forth by the University and agreed to by the District. The District reserves the right to accept only the number of Fieldwork Candidates it deems to be feasible in light of available District faculty at any given time.
- B. The Fieldwork Candidate’s other duties may include, but are not limited to, classroom observation, classroom teaching, diagnosis of student learning problems, tutoring of students, grading and recording of student assignments, and assistance with record keeping. Additional assignments outside of the confines of the classroom may include, but are not limited to, lunchroom supervision, playground supervision, hallway duty, bus duty, faculty meetings, Individualized Education Program (IEP) meetings, professional development meetings, and parent-teacher conferences and working with individual and small groups of students.
- C. Fieldwork Candidates are required to follow the academic calendar of the District.
- D. The District shall appoint a certified teacher to supervise each Fieldwork Candidate (“District Site Supervisor”). District Site Supervisors shall meet the following criteria:
 - 1. The District Site Supervisor shall be a full-time member of the District’s faculty.
 - 2. The District Site Supervisor must have a minimum of 3 years teaching experience in the area of their credential and have been employed by the District for at least one year.

3. The District Site Supervisor must hold credentials in the field in which he/she is teaching.
 4. The District Site Supervisor must approve of having a Fieldwork Candidate assigned to them.
 5. The District Site Supervisor must meet all requirements of applicable credentialing agencies, including the California Commission on Teacher Credentialing (“CTC”).
- E. The University’s Dean of the School of Education shall also designate an appropriate person to supervise the Fieldwork Candidate (the “PLNU Site Supervisor”) in accordance with all CTC requirements. The PLNU Site Supervisor will guide, counsel, instruct, and supervise Fieldwork Candidates. The PLNU Site Supervisor’s major responsibilities include, but are not limited to:
1. Conferencing with District Site Supervisors to whom the Fieldwork Candidates are assigned about the expectations of the University and District.
 2. Providing the District Site Supervisor with University resources for supervising a Fieldwork Candidate.
 3. Serving as the first point of contact for the University.
 4. Monitoring the Fieldwork Candidate’s progress.
 5. Observing, critiquing, and conferencing with the Fieldwork Candidate at least three times during the Fieldwork placement.
 6. Providing frequent feedback to the Fieldwork Candidate and District Site Supervisor regarding progress, problems, and recommendations.
 7. Being available to address the needs of both the Fieldwork Candidate and the District Site Supervisor.
 8. Following consultation with the District Site Supervisor, issuing a final grade to the Fieldwork Candidate.
- F. To the extent permitted by Federal, State, and local laws and regulations, and in a manner consistent with the District’s confidentiality requirements and policies, the District shall allow the Fieldwork Candidate access to information, including relevant documentation and reports.
- G. Fieldwork Candidates shall not be considered employees of the District and are not covered by any District compensation program or other insurance.

II. Removal of Fieldwork Candidates

The District will notify the University in writing, prior to taking any action against a Fieldwork Candidate regarding any concerns or complaints about a Fieldwork Candidate’s performance or unsatisfactory conduct in the field placement. In such cases, the District will cooperate with the University to address the issues, including without limitation steps to further train the Fieldwork

Candidate and remediate the concerns. Except in circumstances where a Fieldwork Candidate presents an immediate threat to the health and safety of the District's students or personnel, the District shall not remove a Fieldwork Candidate from its facilities or fieldwork without engaging in the process described above.

III. FERPA

Prior to the start of their placement, the University shall provide training to Fieldwork Candidates concerning the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA") and its implementing regulations. As part of this training, the University shall instruct Fieldwork Candidates about their legal obligation to comply with FERPA and its implementing regulations with respect to confidential information the Fieldwork Candidate encounters during his/her fieldwork placement.

IV. Background Checks

For each Fieldwork Candidate, the University shall cause to be performed a criminal background check that complies with the minimum requirements set by the State of California. Prior to a Fieldwork Candidate beginning their field experience, the University shall review the results and exclude from participation any candidate whose background check would preclude the candidate from serving in the planned field experience. Additionally, all Fieldwork Candidates will be required to obtain and maintain a valid and current Certificate of Clearance from the CTC before beginning their field experience and for the duration of their field experience.

V. Non-Discrimination

The parties agree that neither will unlawfully discriminate in the selection of, or acceptance or participation by, any Fieldwork Candidate pursuant to this Agreement on the basis of race, creed, color, national origin, religion, sex, disability, age, veterans' status, marital status, citizenship, or any other characteristic protected by law.

VI. Compliance with Other Laws

The University and District shall comply with all Federal, State, and local laws and regulations that are applicable to the subject matter of this Agreement.

VII. General Liability Insurance

Both parties shall maintain in force during the term of this Agreement, bodily injury, property damage, and professional liability insurance, with coverage of at least \$1,000,000 per occurrence and an annual aggregate of \$3,000,000 per occurrence, insuring itself and its agents and employees for their acts, failures to act, or negligence rising out of, or caused by, the activity which is the subject of this Agreement. Each party will provide the other proof of such insurance upon request.

VIII. Mutual Indemnification

Each party shall indemnify, defend and hold harmless the other party, the other party's affiliates, and their respective trustees, directors, officers, employees, students, faculty, agents, representatives, successors and assigns (collectively "Indemnified Parties") against all damages, claims, actions, liabilities, losses and other expenses, including without limitation reasonable attorney's fees, expert witness fees, consultant fees and other costs, incurred by or asserted against

Indemnified Parties, whether or not a lawsuit or other proceeding is filed (“Claims”), that in any way arise out of or relate to (a) the indemnifying party’s acts, omissions, negligence or willful misconduct with respect to its performance under this Agreement; and/or (b) the indemnifying party’s non-compliance with any applicable Federal, State or local laws, rules or regulations with respect to its performance under this Agreement; provided, however, that an indemnifying party’s indemnity hereunder shall not apply or extend to any acts or omissions of the other party or its representatives.

IX. Applicable Law

This Agreement shall be governed by and construed in accordance with the law of the State of California.

X. Severability

In the event any provision of this Agreement is held by a court to be illegal, void, or otherwise unenforceable, all other provisions of this Agreement shall continue in full force and effect to the maximum extent permitted by law.

XI. Term/Termination

The initial term of this Agreement will be for three (3) academic years and shall extend from **July 1, 2024 through June 30, 2026**. This Agreement may be extended for successive one (year) academic year periods by mutual written consent of the parties.

Either party may terminate this Agreement, with or without cause, by providing 60 days’ written notice to the other party. However, in the event either party terminates the Agreement, Fieldwork Candidates that have already been placed shall be permitted to complete their placement unless the Fieldwork Candidate is otherwise removed pursuant to Section II of this Agreement.

XII. Additional Terms

- A. This Agreement is not intended to create any rights or interests for any other person or entity other than the University or District.
- B. Neither party may assign this Agreement, nor the duties and responsibilities contained herein, without the prior written consent of the other party.
- C. The University and District are independent entities and neither shall have, nor exercise, any control over the means, manner, or method by which the other performs its obligations under this Agreement. Nothing in this Agreement is intended or shall be construed to create an agency relationship, employment relationship, or joint venture between the parties. Neither party may use the other’s name in a manner that is reasonably likely to suggest that the two are related without first obtaining the written consent of the other party. Furthermore, neither party intends for this Agreement to alter in any way their respective rights or their legal obligations.
- D. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior or contemporaneous communications, negotiations, and agreements, written or oral, regarding the subject matter hereto. No

modification of or amendment or waiver to this Agreement will be effective unless in writing and signed by each of the parties.

- E. Failure by either party at any time to require strict performance of any provision of this Agreement shall not constitute a waiver of that provision nor in any way limit enforcement of the provision. [signatures on following page]

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

For Point Loma Nazarene University:

Name: Kerry D. Fulcher, Ph.D.
Title: Provost and Chief Academic Officer
Address: Point Loma Nazarene University
3900 Lomaland Dr.
San Diego, CA 92106

_____ Date: _____
Authorized Signature

PLNU Contact:

Name: Deborah E. Erickson, Ed.D.
Title: Dean, School of Education
Address: Point Loma Nazarene University
4007 Camino Del Rio South, Suite 400
San Diego, CA 92108

For the District:

Name (Print): _____

Address (Print): _____

Title: _____

_____ Date _____
Authorized Signature

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE AGREEMENT (this “Amendment”) dated as of _____, 2024 is entered into between SR STONY POINT DE LLC, a Delaware limited liability company (“Landlord”) and SANTA ROSA ELEMENTARY SCHOOL DISTRICT and SANTA ROSA HIGH SCHOOL DISTRICT (collectively, “Tenant”).

THE PARTIES ENTER INTO THIS AMENDMENT based upon the following facts, understandings and intentions:

A. Landlord and Tenant previously entered into that certain Lease dated July 28, 2023 (the “Lease”), pursuant to which Landlord leases to Tenant approximately Sixteen Thousand, Three Hundred Twenty-Two (16,322) rentable square feet of space in Suite 105 (the “Original Suite 105”) and One Thousand, Eight Hundred Ninety-Six (1,896) rentable square feet of space in Suite 225 (collectively, the “Premises”) within the building known as 110 Stony Point Road in Santa Rosa, California (the “Building”), as more particularly described in the Lease. The capitalized terms used in this Amendment and not otherwise defined herein shall have the same meanings given to such terms in the Lease.

B. Landlord has delivered, and Tenant is in occupancy of, Suite 225.

C. Landlord has not delivered the Original Suite 105 to Tenant.

D. The parties now anticipate the current tenant of the Original Suite 105 surrendering possession to Landlord on or about March 7, 2024.

E. The parties now desire to modify the Premises by removing a portion of the Original Suite 105 from the Premises and adding Suite 150 to the Premises.

F. Landlord and Tenant now desire to amend the Lease as provided herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises of the parties, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Reduction Space—Suite 105. Landlord and Tenant agree to remove Three Thousand Seven Hundred Nineteen (3,719) rentable square feet of space from the Original Suite 105 (the “Reduction Space”) as shown on Exhibit A. Accordingly, Suite 105 when referenced in the Lease or this Amendment now excludes the Reduction Space and now contains Twelve Thousand Six Hundred Three (12,603) rentable square feet of space (16,322 Original Suite 105 r.s.f. – 3,719 Reduction Space r.s.f.).

2. Demise & Surrender of Reduction Space. Within ninety (90) days following the date Landlord delivers the Original Suite 105 (including the Reduction Space) to Tenant (the “Suite 105 Delivery Date”), Tenant shall, at its sole cost and expense, demise the Reduction Space from the Original Suite 105, including without limitation construction of a demising wall, separation of utilities between the Reduction Space and the remainder of the Original Suite 105, and all related permitting. The demising work constitutes an Alteration under the Lease, and Tenant shall comply with the provisions of the Lease governing Alterations. Within ninety (90) days following the Suite 105 Delivery Date, Tenant shall vacate and surrender the Reduction Space to Landlord in accordance with all of the provisions contained in the Lease regarding the surrender of the Original Premises upon the expiration or earlier termination of the Lease. For the period from the Suite 105 Delivery Date to the date Tenant vacates and surrenders the Reduction Space to Landlord, all provisions of the Lease shall apply to the Reduction Space except for the payment of rent. Upon surrender of the Reduction Space by Tenant, Tenant shall have no further rights or obligations with respect to the Reduction Space under the Lease except for those that survive the expiration or earlier termination of the Lease.

3. Expansion Space—Suite 150. Tenant agrees to add to the Premises and lease from Landlord, and Landlord agrees to add to the Premises and lease to Tenant, on the terms and conditions set forth in the Lease and as modified by this Amendment, an additional Three Thousand Nine Hundred Forty-Two (3,942) rentable square feet of space located in Suite 150 on the first floor of the Building as shown on Exhibit B attached hereto (the “Expansion Space”). Tenant’s Lease of the Expansion Space shall commence on March 1, 2024 (the “Expansion Space Delivery Date”) and Landlord shall deliver the Expansion Space to Tenant on such date; provided that if for any reason Landlord has not delivered to Tenant possession of the Expansion Space by such date, this Amendment shall remain in effect and Landlord shall not be liable to Tenant for any loss or damage resulting therefrom. Thereafter, the term “Premises” when used in the Lease or this Amendment shall include the Expansion Space.

4. Definition of Premises. Once (a) the Expansion Space has been delivered to Tenant, (b) Suite 105 has been delivered to Tenant and demised from the Reduction Space, and (c) the Reduction Space has been surrendered by Tenant to Landlord, the term “Premises” shall mean and refer, collectively, to Suite 105 (containing 12,603 r.s.f.), Suite 225 (containing 1,896 r.s.f.), and the Expansion Space (containing 3,942 r.s.f.) for a total of Eighteen Thousand Four Hundred Forty-One (18,441) rentable square feet of space.

5. Term. The Term of the Lease remains unmodified and shall expire on July 31, 2027.

6. Building Percentage Share. Effective on March 1, 2024, Tenant’s Building Percentage shall be 8.72% (5,838 r.s.f. / 66,921 r.s.f.). Effective on the Suite 105 Delivery Date, Tenant’s Building Percentage Share shall be 27.56% (18,441 r.s.f. / 66,921 r.s.f.).

7. **Base Rent.** Base Rent for Suite 225 shall be as provided in the Lease. Base Rent for Suite 105 and for Suite 150 are as follows:

SUITE 105

PERIOD	MONTHLY FULL-SERVICE BASE RENT
Two-month period following Suite 105 Delivery Date	\$0.00
Next day – 7/31/2024	\$22,307.31
8/1/2024 – 7/31/2025	\$23,422.68
8/1/2025 – 7/31/2026	\$24,593.81
8/1/2026 – 7/31/2027	\$25,823.50

SUITE 150

PERIOD	MONTHLY FULL-SERVICE BASE RENT
3/1/2024 – 7/31/2024	\$7,489.80
8/1/2024 – 7/31/2025	\$7,864.29
8/1/2025 – 7/31/2026	\$8,257.50
8/1/2026 – 7/31/2027	\$8,670.38

8. **Public School Meetings.** Clause (a) of Section 25 of the Lease (which reads), “(a) Tenant may conduct school board meetings open to the public within Suite 105 twice per calendar month,”) is deleted in its entirety and replaced with the following: “(a) Tenant may conduct special school board meetings (including board study sessions) open to the public within Suite 105 up to a maximum of nine (9) times per calendar year.”. In addition, the last sentence of Section 25 concerning “Additional Meetings” is deleted in its entirety and replaced with “Tenant is not permitted to conduct any regularly scheduled board meetings in the Premises”.

9. **Costs of Tenant Improvements.** Notwithstanding anything to the contrary in the Lease and except as otherwise specifically provided in this Amendment, Tenant shall be

responsible, at its sole cost and expense, for the cost of changes to the Premises, the Building or the Project required (or any such requirement is enforced) under any existing or future law, ordinance, regulation or requirement (including, without limitation, the Americans with Disabilities Act and Title 24 of the California Code of Regulations) of any governmental authority having jurisdiction over the Building as a result of any improvements or alterations to the Premises performed by or at the request of Tenant after the date of this Amendment.

10. Entire Agreement. This Amendment, together with the Lease, represents the entire understanding between Landlord and Tenant concerning the subject matter hereof, and there are no understandings or agreements between them relating to the Lease or the Premises not set forth in writing and signed by the parties hereto. No party hereto has relied upon any representation, warranty or understanding not set forth herein, either oral or written, as an inducement to enter into this Amendment.

11. Continuing Obligations. Except as expressly set forth to the contrary in this Amendment, the Lease remains unmodified and in full force and effect. To the extent of any conflict between the terms of this Amendment and the terms of the Lease, the terms of this Amendment shall control.

12. Counterparts/Facsimile. This Amendment may be executed in counterparts and delivered via facsimile or electronically.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

“Landlord”

“Tenant”

SR STONY POINT DE LLC,
a Delaware limited liability company

SANTA ROSA ELEMENTARY SCHOOL
DISTRICT and SANTA ROSA HIGH
SCHOOL DISTRICT

By: G & W Ventures, LLC,
a California limited liability company,
Its Manager

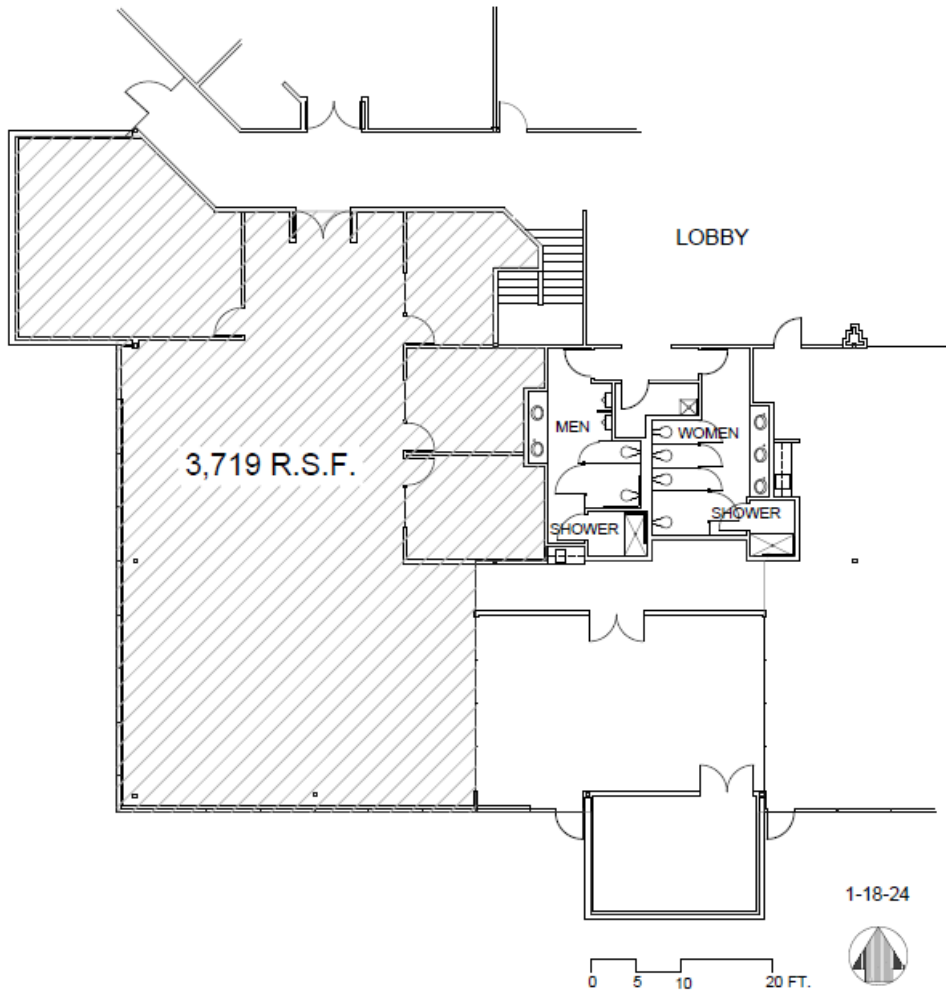
By: _____

Name: _____

By: _____
Matthew T. White,
Manager

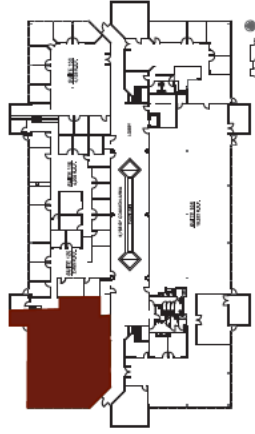
Its: _____

EXHIBIT A

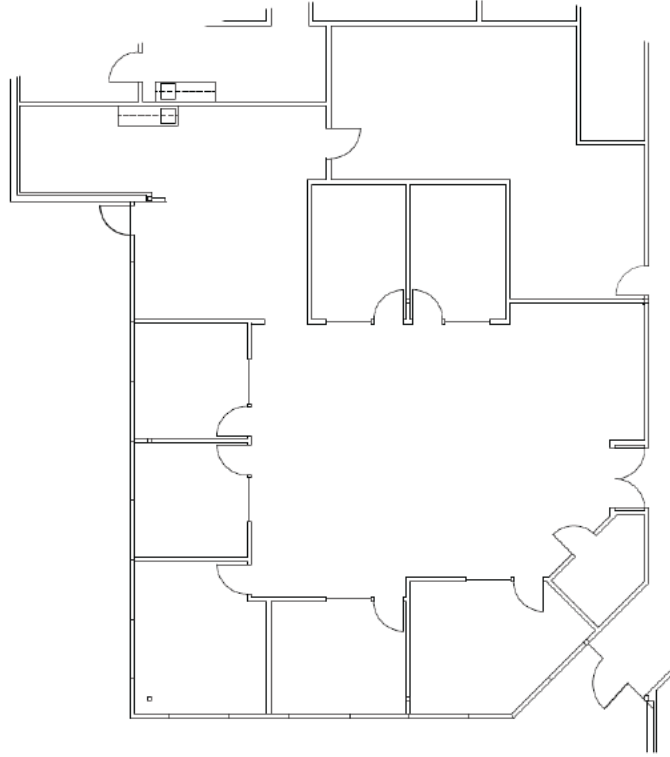


110 STONY POINT RD
FIRST FLOOR - SUITE 105

EXHIBIT B



3,942 RSF
Suite 150



LOCATION AGREEMENT

This Agreement dated **JANUARY 17, 2024**, is made between **SANTA ROSA HIGH SCHOOL** ("**Lessor**"), and **PHASE FOUR FILM LLC**. ("**Producer**"). Lessor and Producer are collectively referred to herein as the "**Parties**."

1. **GRANT**: For the term specified in Paragraph 4 below, and any extensions thereof, Lessor hereby grants to Producer, (and its successors, assigns, licensees, employees, representatives, independent contractors and suppliers, all of whom are included in the term "**Producer**"), the right to enter upon the property situated at **1235 Mendocino Ave, Santa Rosa, CA 95401** ("**Property**") to bring equipment thereon, in order to use the Property for the purpose of making still and motion pictures, commercials, trailers, and soundtrack recordings for the film project currently entitled "**UNDER THE LIGHTS**" ("**Production**"). For the grant of these rights, Producer shall pay Lessor the amount of **Ten Thousand United States Dollars (\$10,000 USD)** plus hourly wages for a custodian (\$46.00/per hour) plus overtime if applicable.
2. **DESCRIPTION**: The use of the Property granted to Producer by Lessor includes, without limitation, all interior and exterior areas of the Property, furniture and fixtures located on or about the premises, as agreed upon by the Parties, the names, logos and verbiage contained on any signs and the use of utilities (electricity, gas, water).
3. **RESTORATION OF PROPERTY**: Producer will remove from Property all equipment and temporary sets and other materials placed thereon by Producer. If there is a dispute as to whether Producer has repaired any damages to the Property caused by Producer, Lessor must first deliver to Producer a detailed list of those items which have not been repaired and provide Producer with a reasonable opportunity to inspect the Property to determine the need for further repairs, if any.
4. **TERM AND OPTION**: Producer may use the Property as reasonably necessary for the photography and recording of the Production commencing on **MARCH 18** and continuing until **MARCH 23** unless otherwise agreed upon.
5. **INSURANCE**: At its own expense and at all times during the term hereof, Producer will procure and maintain insurance that fully covers the risks and indemnity obligations assumed by Producer, including general liability and property damage insurance including the following: Commercial or Comprehensive General Liability Insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent Producer's liability, and personal injury liability. Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language: "Santa Rosa City Schools, its Governing Board, officers, agents, employees and volunteers as an additional insured for all liability arising out of the operation by or on behalf of the named insured in the performance of this CONTRACT."
6. **RIGHTS**: All rights of every kind whatsoever in and to all still pictures, motion pictures, videotapes, film, and sound recordings made hereunder in connection with use of the Property by Producer will be and remain the sole and exclusive property of Producer, its successors, assigns and licensees including, without limitation, the perpetual and irrevocable right and license to use and re-use said photography and/or said sound recordings in connection with any motion pictures as Producer may elect, in, and in connection with any motion pictures as Producer may elect, and in connection with

advertising, publicizing, exhibiting and exploiting such motion pictures, in any manner whatsoever and at any time by all means, media, devices, processes and technology now or hereafter known or devised in perpetuity throughout the universe. Neither Lessor nor any other party now or hereafter claiming an interest in the Property and/or interest through Lessor will have any right of action against Producer or any other party arising from or based upon any use or exploitation of said photography and/or said sound recordings, whether or not such use is claimed to be defamatory, untrue or censurable in nature.

7. USAGE: Lessor may not terminate or rescind the permission granted to Producer hereunder to use and photograph the Property. In the event of any claim by Lessor against Producer, whether or not material, Lessor will be limited to Lessor's remedy at law for damages, if any, and Lessor will not be entitled to enjoin, restrain or interfere with use of the Property as provided in this Agreement or with the advertising, publicizing, exhibiting or exploitation of said photography and sound recordings or any of Producer's rights hereunder. Lessor acknowledges and agrees that the Property is a primary location for use by Producer as part of the photography of the Production, and that any interference with use thereof by Producer will cause Producer substantial monetary and other damage which can not be adequately compensated in an action at law for damages. Accordingly, without limiting any other right or remedy of Producer, Lessor agrees that Producer will be entitled to injunctive and other equitable relief to prevent any interference with use of the Property by Producer hereunder.

8. WARRANTIES: Lessor warrants, represents and agrees that Lessor is fully authorized to enter into this Agreement and has the right to grant Producer the use of the Property as described herein and to grant each of the rights herein granted.

9. FORCE MAJEURE: If because of illness of actors, director, or other essential artists and crew, weather conditions, defective film or equipment or any other occurrence beyond Producer's control, Producer is unable to start work on the date designated above and/or work in progress is interrupted during the use of the Property by Producer, Producer will have the right to use the Property at a later date to be mutually agreed upon and/or to extend the period set forth in the Agreement.

10. INDEMNIFICATION: Producer shall indemnify, defend, and hold harmless to the full extent permitted by law, Lessor 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 Producer'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 Lessor. 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 Producer 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 Lessor, liability will be apportioned between Producer and Lessor with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and Producer's duty to indemnify Lessor with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by Producer) will be limited accordingly.

Producer shall be liable to Lessor for any loss or damage to Lessor property arising from or in connection with Producer's performance hereunder, if and to the extent caused by Producer or any agent or representative of Producer.

11. WAIVER OF EQUITABLE RELIEF Lessor hereby expressly agrees that in the event of a breach of the provisions hereof, the damage, if any, caused to Lessor thereby is not irreparable or otherwise sufficient to entitle Lessor to injunctive or other equitable relief and Lessor will be entitled to seek money damages only, if any, it being agreed that in no event shall Lessor or its successors and assigns, or any other party now or hereafter having an interest in the Property seek or be entitled to injunctive or other equitable relief for breach by Producer of any of its obligations under this Agreement.

IN WITNESS WHEREOF, the parties have signed this Agreement as of the date set forth above.

LESSOR

PHASE FOUR FILM LLC
("Producer")

PRINT NAME

PRINT NAME

SIGNATURE

SIGNATURE

DATE

DATE