

**ADDENDUM TO CONTRACT**

Between

HearYou.org

And

Santa Rosa City Schools

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This addendum to the original contract with HearYou.org approved on 1/24/24, to provide professional counseling services to Santa Rosa City Schools.

The contract, under Item 3. Compensation is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$20,000 dollars (\$). This is an increase of \$10,000.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written

\_\_\_\_\_.

Contractor's Name

By: 

Name: Robert Garcia, Senior Director of Operations

Date: 3/7/2024

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

By: \_\_\_\_\_

Lisa August  
Associate Superintendent

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

**Memorandum of Understanding (MOU)**

**SRCS and UCSF**

This MOU serves as an agreement between UCSF Children’s Communication Center and Santa Rosa City Schools (SRCS). It is based on the following two documents: The PCORI PHS Program Overview and the PCORI PHS Site Protocol, both of which are outlined below. These documents specify the responsibilities and procedures to be followed in a partnership between SRCS and the UCSF Children’s Communication Center. Any changes to this agreement shall be made in writing and directed to the signatories of this document.

Appendices:

- PCORI PHS Permission Form v1.0
- PCORI Study Information Sheet v1.1

Signed:

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Dylan K. Chan, MD, PhD  
Director, Children’s Communication Center  
Pediatric Otolaryngology-Head and Neck Surgery  
University of California, San Francisco

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Date

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Lisa August  
Associate Superintendent, Business Services  
Santa Rosa City Schools

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Date

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## Scope of Services

**March 12th, 2024**

**Customer: Santa Rosa City Schools**

**Prepared for:** Ryan Thompson; rwthompson@srcs.k12.ca.us

**Description of Services.** To meet the mandates of the California Healthy Youth Act (CHYA), Planned Parenthood Mar Monte (PPMM) will:

- Enroll the district's designated students in PPMM Sex Ed for High School asynchronous comprehensive sex education e-courses in English or Spanish. The e-course topics, sections, activities, and how they align with CHYA, are described in detail here: <https://ppmmeducation.thinkific.com/pages/school-info-kit>
- Email each teacher, based on a list provided by the district, with a unique link to register for PPMM's learning management system (Thinkific) along with a link for their students to register for their assigned e-course and complete it independently, or as facilitated by the teacher. Teachers can also monitor their students' progress in completing the e-course.
- Provide a set-up checklist and technical assistance to support schools, teachers, and students access to their e-courses.

Enrollment. Upon execution of the district's contract with PPMM, the district intends to enroll 1900 students from an estimated 6 school sites starting March 29<sup>th</sup>, 2024 (must be a min. of 14 days after parent/guardian notification delivered per CHYA).

**Estimated cost: 3,600 students x \$0.00 = \$0.00\*** PPMM Sex Ed enrollment fee\* is offered on a sliding scale of \$0-10 per student to cover the expense of the learning seat license.

Estimate provided by: Heather Meyers, Digital Learning Manager

# ADDENDUM TO CONTRACT

Between

Maxim Healthcare Staffing Services, Inc.

And

Santa Rosa City Schools

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This addendum to the original contract with Maxim Healthcare Staffing Services, Inc. approved on 8/9/2023, to provide classroom aides to Santa Rosa City Schools. *If services are not part of original contract include the new services here.*

The contract, under Item 3. Compensation, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$1,330,000 dollars (\$). This is an increase of \$480,000.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written

\_\_\_\_\_.

Contractor's Name

By: Florence Ugokwe

Name: Florence Ugokwe Assistant Controller

Date: 3/11/2024

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

By: \_\_\_\_\_

Lisa August  
Associate Superintendent

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

**ADDENDUM TO CONTRACT**

Between

Inspire Behavior Services

And

Santa Rosa City Schools

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This addendum to the original contract with Inspire Behavior Services approved on 9/27/2023, to provide classroom aides to Santa Rosa City Schools. *If services are not part of original contract include the new services here.*

The contract, under Item 3. Compensation, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$4,260,000 dollars (\$). This is an increase of \$460,000.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written

\_\_\_\_\_.

Contractor's Name

By: Tricia Egl, Inspire.

Name: Tricia Langaker, Inspire

Date: 3/12/24

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

By: \_\_\_\_\_

Lisa August  
Associate Superintendent

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



# Western Governors University

4001 South 700 East, Suite 700, SLC, UT 84107

## CLINICAL EXPERIENCE AGREEMENT

This Clinical Experience Agreement (Agreement) is made between Western Governors University, a Utah nonprofit corporation (University or WGU), and Santa Rosa City Schools (District), and is effective as of the date of District's signature below (Effective Date).

WGU is regionally accredited by the Northwest Commission on Colleges and Universities (NWCCU). University Teacher Education programs are further accredited by the Council for the Accreditation of Educator Preparation (CAEP) and the Association for Advancing Quality in Educator Preparation (AAQEP). University represents that each teacher/principal Candidate assigned to District for Student Teaching/Practicum is validly enrolled in an approved University educator preparation program and meets District's background requirements.

**A. Definitions.** For the purposes of this Agreement, capitalized terms\* will have the following meanings:

1. Candidate refers to a student enrolled in a University program leading to an education degree.
2. Mentor Teacher refers to a District employee who is the contracted teacher in the classroom to which the Candidate is assigned.
3. Clinical Supervisor refers to a qualified individual who will supervise and complete observations and evaluations.
4. Advanced Programs refers to University programs that are designed for licensed teachers to earn an endorsement or certification.
5. Preclinical Experience refers to the active participation by a Candidate in a wide range of in-classroom experiences to develop the skills and confidence necessary to be an effective teacher and prepare for Student Teaching.
6. Student Teaching refers to the active participation by a teacher Candidate in the duties and functions of classroom teaching under the direct supervision and instruction of a Mentor Teacher and/or Clinical Supervisor.
7. Practicum refers to the University Clinical Experience requirements for licensed teachers in an advanced endorsement program. Practicum length can range from 10 days to 12 months, depending on program and state requirements.
8. Clinical Experience refers collectively to the Preclinical Experience and Student Teaching and/or Practicum.

\*References to "District" shall include the school.

**B. Mutual Expectations.** A placement site is a District where University places Candidates for a Clinical Experience with Mentor Teachers/principals, with an aim to co-construct a mutually beneficial arrangement for clinical preparation and the continuous improvement of Candidates, and to share accountability for Candidate outcomes. The school administrator and Mentor Teacher will have the opportunity to provide critical feedback to inform program improvement through surveys at the end of each experience.

**C. Mutually Beneficial Activities.** The parties agree to participate, to the extent feasible, in the activities outlined below:

1. When available, University staff may participate in District employee events and conferences, as appropriate, and District agrees to inform University of such opportunities.
2. Provide District with recruitment and talent acquisition planning and support from University's Career & Professional Development service(s) team, based on District compliance with University's [Employer Recruiting & Guidelines](#).
  - o As possible, District will respond to quarterly survey requests from University's Career & Professional Development team about hiring plans and new hires from University.
3. University and District staff will co-select Mentor Teachers and Clinical Supervisors based on University requirements.

4. District employees who have been admitted to University may apply to receive aid so long as they meet scholarship eligibility requirements (University will retain sole discretion in funding and award decisions).
  5. University may invite District staff to participate in a focus group to:
    - provide feedback for improvement and continuous development of observation and evaluation instruments of Candidates, Mentor Teachers, and Clinical Supervisors; criteria for selection of Mentor Teachers and Clinical Supervisors; and curriculum development;
    - review data on Clinical Experiences and Candidate success to potentially modify selection criteria, determine future assignments of Candidates, and make changes in Clinical Experiences;
    - review how the depth, breadth, diversity, coherence, and duration data on Clinical Experiences are linked to student outcomes and Candidate performance.
- D. Recordings.** District recognizes that University requires its Candidates to video record in the classroom for evaluation purposes and agrees to permit video recording consistent with the conditions set forth in **Exhibit A** (Video Recordings).
- E. Mentor Teacher Standards.** District, with the input of University, will provide the teacher Candidate with a Student Teaching assignment in a school and classes of District under the direct supervision and instruction of a Mentor Teacher who meets the following minimum requirements:
1. Holds a teaching credential or license: (i) for the subject area and/or grade level being taught; and (ii) in the state where Student Teaching occurs.
  2. Has: (i) a minimum of three (3) years of content area teaching experience (five (5) years preferred), with (ii) two (2) or more years teaching in the placement school and/or District, and (iii) strong evaluations.
  3. Evidence of positive impact on student learning in the classroom as demonstrated by ratings at or above effective (or equivalent) when a state, district, or school provides such ratings.
  4. Successfully and with positive impact mentored student teachers, colleagues, and/or other adults.
  5. Competently uses technology for communicating via email and completing online evaluation forms.
  6. Will demonstrate and model the professional dispositions and ethics expected of teacher Candidates and University faculty and staff, as follows:
 

○ All individuals can learn	○ Communication
○ Belonging	○ Integrity
○ Empathy	○ Professionalism
○ Growth Mindset	○ Intellectual courage
  7. Complete University's training to understand University policies, processes, procedures, and how to effectively mentor adult learners.
  8. *For California Districts Only:* As required by the California Commission on Teacher Credentialing (CTC) Program Sponsor Alert (PSA) 19-05, Mentor Teacher has documented completion of training/professional development equivalent to ten (10) hours that includes: a two (2)-hour orientation to program curriculum, and eight (8) hours training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.
- F. Clinical Supervisor Standards.** A University Clinical Supervisor provides guidance, support, on-site assistance, assessment and feedback to a teacher Candidate throughout the Clinical Experience. To act in this role, a Clinical Supervisor must have:
1. A minimum of three (3) years teaching experience in K-12.
  2. A master's degree in education or related field.
  3. A current teaching license in the content area of supervision.
  4. Experience teaching in the content area of supervision.
  5. Ability to successfully complete a background clearance, if requested.
  6. District and principal approval (if a District employee).

7. Ability to consistently demonstrate and model the professional dispositions and ethics expected of teacher Candidates and University faculty and staff, as follows:
  - o All individuals can learn
  - o Belonging
  - o Empathy
  - o Growth Mindset
  - o Communication
  - o Integrity
  - o Professionalism
  - o Intellectual courage

**G. University Responsibilities.** University will:

1. Select qualified Candidates who have been prepared with the appropriate educational background, knowledge, skills, and professional disposition to participate in a Clinical Experience.
2. Provide Mentor Teacher with compensation for participation in Clinical Experience as described in this Agreement. The Mentor Teacher may also receive professional development hours connected to the successful completion of University, and any state required Mentor Teacher training.
3. Be responsible for the selection, assignment, training, and compensation of Clinical Supervisors.
4. Require Candidates to have a fully cleared background check acceptable to District prior to participating in Clinical Experience activities.
5. Where required by state regulation or District policy, ensure Candidates have a current tuberculosis (TB) risk assessment and/or examination. Upon request, Candidates will be required to provide documentation to District prior to participating in a Clinical Experience.
6. Provide opportunities for feedback regarding improvement of University Candidate preparation.
7. Provide professional development training to Mentor Teachers regarding University processes and procedures.
8. Maintain an online site for support, resources, and training for Mentor Teachers.
9. Facilitate a cohort seminar in which teacher Candidates will participate with a community of peers to receive support during Student Teaching and the final performance assessment.
10. Maintain general responsibility for instruction, academic evaluation, and related academic matters concerning Candidate participation in the Clinical Experience, including evaluation and grading.

**H. District Responsibilities.** District, or school administrator, will:

1. Nominate one or more qualified Mentor Teacher(s) by providing a completed copy of the Mentor Teacher Nomination Form to University's Field Placement Team.
2. Allow the Clinical Supervisor access to the host school and classroom, including virtual settings, for the specific purpose of observing Candidates.
3. Where applicable and where a Teacher Candidate will serve as a contracted teacher, District agrees to provide a Mentor Teacher during Student Teaching.
4. University utilizes video recordings for both observations and teacher performance assessments. District agrees to allow video recording and/or live streaming for completion of observations and teacher performance assessments for all University programs. (See **Exhibit A** for details regarding video recordings.)
5. Notify University about any changes to District policies (e.g., COVID and other healthcare policies).
6. Provide Candidates with any District policies and procedures to which Candidates are expected to adhere during the Clinical Experience and while on District premises.
7. Through the involvement of the Mentor Teacher and/or school administrator, participate with the Clinical Supervisor and teacher Candidates in two evaluations: one mid-way through Student Teaching, and a final evaluation at the end of Student Teaching. University shall be responsible for the format of evaluations.
  - o See Advanced Programs Practicum section below for evaluation requirements for Educational Leadership, English Language Learning, and Master of Special Education.

8. Provide Candidates opportunities to observe, assist, tutor, instruct, implement effective teaching strategies, and conduct research, as appropriate, during the Clinical Experience.
9. Provide opportunities, when possible and appropriate, for Candidates to use technology to enhance student learning and monitor student progress and growth.
10. Provide opportunities, when possible and appropriate, for Candidates to experience working with diverse student populations, including English language learners and students with exceptional learning needs.
11. Encourage Mentor Teachers to participate in University's training to understand University policies, processes, procedures, and how to effectively mentor adult learners.
12. Encourage administrators and Mentor Teachers to participate in University feedback surveys (offered at the end of the Clinical Experience) to report on Candidate quality and preparation and to provide program feedback to University for continuous improvement.
13. Adhere to any then-applicable state requirements related to training/professional development.
14. *For California Districts Only:* Require Cooperating Teachers to complete and document training/professional development equivalent to ten (10) hours that includes: a two (2)-hour orientation to the program curriculum, and eight (8) hours of training in effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices (as required by the CTC).

**I. Advanced Programs Practicum.** The following additional requirements apply to Advanced Programs Practicum:

1. Candidates are licensed teachers who are in most cases completing the Practicum in their own classroom using a qualified individual within their school as a Clinical Supervisor who meets the applicable qualifications and requirements.
2. Each Candidate will:
  - have a relationship with the school and arrange placement by obtaining District approval.
  - secure his/her own Clinical Supervisor, subject to approval of University's Field Experience team to ensure the Clinical Supervisor meets program requirements.
  - provide a valid background clearance, liability insurance, and teaching license.
  - comply with any other applicable District requirements.
3. Evaluations of Candidates are as follows:
  - Educational Leadership - 4 total (2 evaluations during the first Practicum course, and 2 during the second Practicum course)
  - English Language Learning - 3 total (2 observations and 1 final evaluation)

**J. Confidentiality & Education Records**

1. District acknowledges that the education records of assigned Candidates are protected by the Family Educational Rights and Privacy Act (FERPA), and agrees to comply with FERPA and limit access to those employees or agents with a need to know. Pursuant to FERPA, and for the purposes of this Agreement, University designates District as a "school official" with a legitimate educational interest in such records.
2. University shall instruct Candidates of the necessity of maintaining the confidentiality of all District student records. District shall not grant Candidates or University employees access to individually identifiable student information unless the affected student's parent or guardian has first given written consent using a form approved by District that complies with FERPA and other applicable law.

**K. Additional Terms**

1. Term. This Agreement shall commence on the Effective Date and shall continue for three (3) years from the Effective Date, or until such time as either party gives the other party thirty (30) days advance written notice of its intent to terminate the Agreement. In the event of termination, any Candidates at District as of the date of such notice shall be permitted to complete their Student Teaching or Practicum.
2. Points of Contact. Each party shall designate a point of contact for communication and coordination of Student Teaching or Practicum. Contact information is set forth following the signature block.

3. Right to Accept or Terminate a Placement. District may refuse to accept for placement, or may terminate the placement, of any Candidate based upon its good faith determination that the Candidate is not meeting performance standards or is otherwise deemed unacceptable to District. In such cases, District shall notify University in writing and state the reasons for such decision.
4. Insurance.
  - University Insurance. University represents and warrants that it provides and maintains general liability insurance with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate and, upon District’s request, shall provide a certificate of insurance as evidence of coverage. University shall maintain, at its sole expense, workers’ compensation insurance as required by law.
  - Professional Liability Insurance. Candidates will be responsible for procuring and maintaining, at their own expense, professional liability insurance for the duration of the Clinical Experience with minimum limits of either: (i) \$1,000,000 per occurrence and \$3,000,000 annual aggregate, or (ii) \$2,000,000 per occurrence and \$2,000,000 annual aggregate.
5. Status of Parties. Nothing in this Agreement is intended to or shall be construed to constitute an agency, employer/employee, partnership, or fiduciary relationship between the parties. Neither party will have the authority to, and will not, act as agent for or on behalf of the other party or represent or bind the other party in any manner. No Candidate or other third party shall be a beneficiary of, or have any right to enforce the terms of this Agreement.
6. Non-Discrimination. Each party agrees to comply with all applicable non-discrimination laws, and will accept, assign, supervise, and evaluate qualified Candidates regardless of race, sex, sexual orientation, religion, creed, national origin, age, disability, veteran status, or any other basis protected by law.
7. Entire Agreement. This Agreement represents the entire understanding between the parties relating to the subject matter and supersedes all prior oral or written agreements. This Agreement may be modified only in writing, signed by both parties.

The parties have executed this Agreement as of the Effective Date.

**UNIVERSITY**

**DISTRICT**

By: Jennifer K. Doshier

By: \_\_\_\_\_

Title: Director, Field Experience, School of Education

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

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

**Point of Contact:**

Field Experience Outreach  
 Email: [tc\\_outreach@wgu.edu](mailto:tc_outreach@wgu.edu)

**Point of Contact:**

Email:  
 Phone:

For notice purposes:

Attn: General Counsel  
 Western Governors University  
 4001 South 700 East, Suite 700  
 Salt Lake City, UT 84107-2533  
 Email: [legal@wgu.edu](mailto:legal@wgu.edu)

For notice purposes:

Email:

## **Exhibit A**

### **Video Recording**

1. Teacher Performance Assessment. District acknowledges that Candidates must complete a teacher performance assessment, which includes the submission of video recordings of themselves teaching in the classroom and of real artifacts (such as lesson plans, video, and student work samples). Recordings provide an avenue to evaluate performance and determine competency.
2. Clinical observation / Evaluation. University utilizes a secure, interactive, online, cloud-based platform to accommodate for the changing classroom environment and protect the health and safety of participants. Candidates upload recorded video submissions or participate in livestreams for feedback, scoring, and critiquing of video assignments, and Clinical Supervisors leave time-stamped feedback.
3. Guidelines. The following guidelines are provided to Candidates. District understands that Candidates are not employees or agents of University and that any further precautions regarding the privacy of District students should be agreed directly between the District and Candidates.

#### *Teacher Candidate Guidelines for Video Recordings*

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and Mentor Teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
- You must follow appropriate protocol to submit recordings to University.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.



**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 \_Joe Culpepper\_\_\_\_\_, hereinafter referred to as “CONTRACTOR”.

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

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

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source:**    \_0\_6\_ - 2600\_ - 0\_\_ - 1151 \_\_ - 1000 - 5800 - 124 - ELOP

**Funding Category:**    Base            Supplemental            Concentration  
    Restricted: \_\_\_\_\_            X Other:  
 \_ELOP\_\_\_\_\_

**For Billing (if applicable):**    Bill to: \_\_\_\_\_            Billing frequency:

**Contract is:**            New      X Renewal            Addendum            Amendment

**Number of Individuals Served:** \_125\_\_\_\_\_

**Approved at Site by\*:**    \_\_\_\_\_ Evelyn Anderson \_\_\_\_\_    Date: \_\_\_3/11/2024\_\_\_\_\_

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

**Departmental Approval\*\*:** \_\_\_\_\_            Date: \_\_\_\_\_

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

**Contract Created by:** \_Evelyn Anderson, SRFACS\_    **Phone #:** (707) 890-3930 ext. 73105  
    **Name of SRCS employee AND dept. or school site**

**Proposed Contract Start Date:** \_April 10, 2024\_      **Proposed Contract End Date:** \_August 10, 2024\_

**Requisition #:** \_\_\_\_\_

**BUSINESS SERVICES USE ONLY**

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Site administrator will coordinate logistics including but not limited to location, times and participants.

(b) CONTRACTOR's Responsibilities and Duties:

CONTRACTOR will provide in-person instruction in magic performance arts and juggling for multiple grade levels in small groups. Instruction will be in French.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on April 10, 2024, and will continue through August 10, 2024, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed twenty thousand, six hundred and twenty-five Dollars (\$20,625\_\_\_). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Up to \$20,625.00 following services rendered April 10, 2024 through August 10, 2024 within 30 days of receiving the invoice.

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

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

The following metrics are used to evaluate the effectiveness of the magic and juggling instruction:

- Student development of new fine motor skills required for juggling and sleight of hand,
- Student development of disciplined practice and rehearsal skills both as individuals and as cooperative and collaborative performance team members,
- Development of the cognitive processing and physical literacy skills required to perform: optical illusions, recreational mathematics, psychological subtleties, and complex dexterous movement requiring heightened spatial awareness,
- Acquisition of specialized French vocabulary, grammar and pronunciation related to the performing arts (formal onstage etiquette, and imperative commands when interacting with spectators onstage, for example),
- Mastery of oral presentation and spectator management skills required to perform in front of an audience.

The instructor measures these skills during each contact hour during student demonstrations. District representatives, parents, and other audience members measure the students' ability to perform a good show by round of applause during their public performance at the end of the session.

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

**Board Strategic Priorities**

<input checked="" type="checkbox"/>	<b>Priority 1- Life Ready Learners</b>
<input checked="" type="checkbox"/>	<b>Priority 2- Whole Person Focus</b>
	<b>Priority 3- High Quality Staff</b>
<input checked="" type="checkbox"/>	<b>Priority 4- Teaching and Learning Environment and Resources</b>
<input checked="" type="checkbox"/>	<b>Priority 5- Equity and Excellence</b>
<input checked="" type="checkbox"/>	<b>Priority 6- Family Engagement and Community Partnerships</b>
	<b>Priority 7- Sustainable Funding</b>

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

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

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

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

10. Indemnification:

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

omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.

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

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

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

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

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

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

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

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

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

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

- (e) Sexual Abuse and Molestation coverage in an amount no less than \$1,000,000 per occurrence, with an annual aggregate of \$2,000,000, endorsed with the following specific language: "This

policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to DISTRICT.” **[Required if Contractor will be directly supervising children]**

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

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

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

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

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

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

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

## 12. Termination:

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401  
707-890-3800

**CONTRACTOR:**

Name: Joseph Culpepper  
Street: 4880 CA-1 #1214  
City/State/Zip: Bodega Bay, CA 94923  
Phone: (916) 844-8694





EMBRACE • ENGAGE • EMPOWER

SANTA ROSA CITY SCHOOLS  
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and NB BCTC-NB TIP (North Bay Trades Introduction Program), hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: \_\_\_\_\_

Funding Category:     Base     Supplemental     Concentration  
                                   Restricted: \_\_\_\_\_    X Other: No Cost

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

Contract is:     New    X Renewal     Addendum     Amendment

Number of Individuals Served: Up to 15 11th and 12 Grade Students

Approved at Site by\*: \_\_\_\_\_    Date: \_\_\_\_\_

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: [Signature]    Date: 2/28/24

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Proposed Contract Start Date: March 28, 2024    Proposed Contract End Date: June 1, 2024  
Requisition #: \_\_\_\_\_

BUSINESS SERVICES USE ONLY

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide the Construction Program classroom and shop space at Santa Rosa High School.  
Run three Saturday sessions on May 4, 11, 18 from 8:30AM - 1:30PM, taught by a SRCS construction teacher, who will work in partnership with CONTRACTOR on content delivery.  
Provide an administrator to assist with running the program.  
Develop and distribute camp registration packets and promotional flyers.

(b) CONTRACTOR's Responsibilities and Duties:

Provide an orientation meeting to participating students and parents/guardians.  
Hire a TradeWomen's Inc. instructor to work in partnership with the SRCS teacher on content delivery.  
Provide instructional materials, First Aid Certification, and a letter of recommendation to students that complete the camp.  
Cover costs associated with SRCS custodial.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on March 14, 2024, and will continue through June 1, 2024, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed ZERO Dollars (\$0.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

No payment to CONTRACTOR.

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?):

Camp content would include a discussion of pathways in construction, construction apprenticeships, safety, teamwork, basic rights and responsibilities of construction workers, and taking students through a project's approval, design, resource coordination and ordering, construction and delivery process.

Key outcomes include increased awareness of career pathways for women in construction. Students will become familiar with basic hand tool use and earn First Aid Certification.

CONTRACTOR will provide:

- Pre and Post interest comparison survey.

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

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

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

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

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

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

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

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

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

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

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment

executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

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

<b>DISTRICT:</b>	<b>CONTRACTOR:</b>
Santa Rosa City Schools	Name: NB BCTC-NB TIP (North Bay Trades Introduction Prog.)
211 Ridgway Ave	Street: 3473 Santa Rosa Avenue
Santa Rosa, CA 95401	City/State/Zip: Santa Rosa, CA 95407
707-890-3800	Phone: (707) 772-9811
<a href="mailto:mmartin@srgs.k12.ca.us">mmartin@srgs.k12.ca.us</a>	Email: FrankCstr8@gmail.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

Lisa Cavin \_\_\_\_\_

Associated Superintendent \_\_\_\_\_

[mmartin@sres.k12.ca.us](mailto:mmartin@sres.k12.ca.us)

707-890-3800 x80201 \_\_\_\_\_

Signature: Francis J. Cuneo <sup>3/5/2024</sup> \_\_\_\_\_

Print Name: Francis J (Frank) Cuneo \_\_\_\_\_

Title: NB TIP Director \_\_\_\_\_

Email: FrankCstr8@gmail.com \_\_\_\_\_

Phone: 707-772-9811 \_\_\_\_\_



North Coast School of Education



**Addendum to Memorandum of Understanding (MOU)  
Between  
Sonoma County Superintendent of Schools as the Local Educational agency  
For the North Coast School of Education,  
and  
Santa Rosa City Schools**

This document constitutes an Addendum to the signed MOU between the employing agency and Sonoma County Office of Education.

This agreement dictates that the employing district is contracting with Sonoma County Office of Education/North Coast School of Education for Virtual Mentor Services between October, 2023 through June 30, 2024.

**MOU Item #G3 is modified to include the following:** Additional support services are contracted as follows: Virtual Mentor will provide 4 additional hours per month for 6 new teachers. Plus, Virtual Mentor will provide 10 new teachers 1 hour of check-in monthly.

- 24 hours per month for October – May (8 months) = 192 hours
- 10 hours per month for 8 months – 80 hours
- Total not to exceed 272 hours (if additional hours are needed, prior approval by both parties)

Virtual Mentor assignment is as follows:

Program Participants: As identified by SRCSD Virtual Mentor: Sandra Lenzi Compensation: \$43.75 per hour

North Coast School of Education will invoice SRCSD for the contracted hourly amount plus all payroll costs. Invoicing will take place at the end of the academic year and NCSOE will pay the Virtual Mentor (Sandra Lenzi) on a monthly basis.

SRCSD & NCSOE will monitor monthly support logs provided by Sandra Lenzi.

Authorized Signatures:

Authorized signatures below indicate understanding and acceptance of the terms of this Addendum.

Sonoma County Superintendent of Schools as LEA

Amie Carter  
Amie Carter (Dec 11, 2023 16:21 PST)  
Signature

Amie R. Carter, Ed.D./Superintendent  
Printed Name/Title

12/11/2023  
Date

North Coast School of Education

Eveta Jackson  
Eveta Jackson (Dec 11, 2023 17:24 PST)  
Signature

Eveta Jackson, Director  
Printed Name/Title

12/11/2023  
Date

Participating Agency

Name of District, School or County Office of Education: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name/Title

\_\_\_\_\_  
Date

Sonoma County Office of Education Deputy Superintendents

DK  
Initial

GM  
Initial



North Coast School of Education



**Memorandum of Understanding (MOU)**  
**Between**  
**Sonoma County Superintendent of Schools as the Local Educational agency**  
**For the North Coast School of Education,**  
**and**

**Santa Rosa City Schools**  
Name of Participating Agency (COE, School District, School)

This agreement dictates that the employing district is contracting with Sonoma County Office of Education/North Coast School of Education for Administrative Coaching/Mentoring Services between January 1, 2024 through June 30, 2024.

- Coaching support for Jill Finnerty at Rincon Valley Middle School
- 4 hours of coaching per month for a total of 20 hours
- The coaching sessions will be a mixture of in person and Zoom
- Stipend rate of \$1,875.00 plus associated payroll costs. SCOE/NCSOE will invoice SRCSD.
- Stipend will be paid directly to the identified coach by SCOE/NCSOE

**Authorized Signatures:**

Authorized signatures below indicate understanding and acceptance of the terms of this Addendum.

Sonoma County Office of Education

  
\_\_\_\_\_  
Greg Medici (Jan 30, 2024 12:02 PST)  
Signature

Greg Medici, Deputy Superintendent  
\_\_\_\_\_  
Printed Name/Title Date

Participating Agency

Name of District, School or County Office of Education: Santa Rosa City Schools

\_\_\_\_\_  
Signature

Dr. Vicki Zands, Assistant Superintendent  
\_\_\_\_\_  
Printed Name/Title Date

  
\_\_\_\_\_  
DK  
Reviewed by



**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 SANTA ROSA METRO CHAMBER/MIKE HAUSER ACADEMY, hereinafter referred to as "CONTRACTOR".

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

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

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source:** \_\_\_\_\_

**Funding Category:**     Base     Supplemental     Concentration  
 Restricted: \_\_\_\_\_     Other: N/A

**For Billing (if applicable):**     Bill to: \_\_\_\_\_    Billing frequency: \_\_\_\_\_

**Contract is:**     New     Renewal     Addendum     Amendment

**Number of Individuals Served:** \_\_\_\_\_

**Approved at Site by\*:** Roderick Castro    Date: 3/15/2024

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

**Departmental Approval\*\*:** \_\_\_\_\_    Date: \_\_\_\_\_

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

**Contract Created by:** Michael J. Reimer, Ed.D., Ed. Services    **Phone #:** (707) 899-6112  
Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** 06/01/2024    **Proposed Contract End Date:** 6/28/2024

**Requisition #:** \_\_\_\_\_

**BUSINESS SERVICES USE ONLY**

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district's most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and share applicant information with the CONTRACTOR. The CONTRACTOR agrees to the following data privacy provisions:
  - The CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2024 program together with SRCS only (with the exception of any required grant reporting summarized data);
  - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
  - The CONTRACTOR will destroy and delete all shared applicant data at the end of summer programming (including hard and any electronic copies). The exceptions being to conduct longitudinal research on the impact with students/families, and to offer additional supports and enrichment opportunities connected to the Mike Hauser program.
  - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; [mreimer@srcs.k12.ca.us](mailto:mreimer@srcs.k12.ca.us)) immediately upon learning of any possible data breach.
- SRCS will hire and identify teachers and staff members.
- SRCS teachers and staff members will attend professional development sessions and prepare and deliver lessons for students, as determined by the district's Expanded Learning Opportunities Program Department.

(b) CONTRACTOR's Responsibilities and Duties:

The Santa Rosa Metro Chamber will provide the following for the Mike Hauser Academy:

- Provide an orientation meeting to participating students and parents/guardians on an evening in May, 2024.
- Provide materials for all students and staff.
- Facilitate a one-day planning session for teachers.
- Identify a minimum of 8 partnering businesses.
- Provide transportation to and from school sites and partnering business locations.
- Organize a graduation ceremony on the final day of programming, to include speakers, certificates, food, invitations and other graduation ceremony items.
- Businesses or Metro Chamber to provide lunches.
- Metro Chamber to provide transportation.

Assessment & Impact Data

The SR Metro Chamber will provide a pre & post interest comparison survey. SRCS will track students to determine number of students enrolled in STEM classes in high school, number of students pursuing college or a career in a STEM field pathway, and graduation rate including a-g completion rate as well as demographic data to the Metro Chamber. SRCS will also conduct a participant feedback survey.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on    May 1st   , 2024, and will continue through    July 31st   , 2024, subject to revision and renewal with BOARD

approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed zero Dollars (\$ 0.00 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Not applicable.

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

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

- Serve 100 9th grade students & their families with STEM related, workforce embedded, summer enrichment experiences.
- Increases in the student pre/post STEM interest survey.
- Increases in number of students enrolled in STEM classes in high schools.

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

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

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

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

unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

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

10. Indemnification:

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

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

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

(b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence,

\$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: SANTA ROSA METRO CHAMBER

Street: 50 OLD COURTHOUSE sq. Ste 110

City/State/Zip: SANTA ROSA, CA 95404

Phone: 707-545-1477

Email: pterr@santra-rosa-metrochamber.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**DISTRICT**

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

Lisa Agust

Associate Superintendent

[shoyos@srcs.k12.ca.us](mailto:shoyos@srcs.k12.ca.us)

707-890-3800 x80201

**AUTHORIZED SIGNER or CONTRACTOR**

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

Print Name: PETER RUMBLE

Title: CEO

Email: peter.r@sonoma-metrochamber.com

Phone: 707-545-1477



**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 BOYS & GIRLS CLUB OF SONOMA-MARIN, hereinafter referred to as “CONTRACTOR”.

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

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

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

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

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source:** 01-2600-0-1157-1000-5800/5100-118-ELOP (\$480,000; District; 76%)

**Funding Source:** 07-2600-0-1157-1000-5800/5100-127-ELOP (\$123,200; CCLA; 19%)

**Funding Source:** 08-2600-0-1157-1000-5800/5100-104-ELOP (\$32,000; Arts; 5%)

**Funding Category:**     Base     Supplemental     Concentration  
 Restricted: \_\_\_\_\_     Other: ELOP

**For Billing (if applicable):**     Bill to: \_\_\_\_\_    Billing frequency: \_\_\_\_\_

**Contract is:**     New     Renewal     Addendum     Amendment

**Number of Individuals Served:** Up to 1150 students

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

**Departmental Approval\*\*:** Roderick Castro    Date: 3/15/2024  
\*\* Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

**Contract Created by:** Michael J. Reimer, Ed.D., Ed. Services    **Phone #:** (707) 899-6112  
Name of SRCS employee **AND** dept. or school site

**Proposed Contract Start Date:** 06/01/2024    **Proposed Contract End Date:** 7/31/2024

**Requisition #:** \_\_\_\_\_

**BUSINESS SERVICES USE ONLY**

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district's most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and share applicant information with the CONTRACTOR. The CONTRACTOR agrees to the following data privacy provisions:
  - The CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2024 program together with SRCS only;
  - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
  - The CONTRACTOR will destroy and delete all shared applicant data at the end of summer programming (including hard and any electronic copies). The exceptions being to comply with any mandated audits or compliance reviews.
  - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; [mreimer@srcs.k12.ca.us](mailto:mreimer@srcs.k12.ca.us)) immediately upon learning of any possible data breach.
- SRCS will provide all space needed to run high quality programs including one classroom for every 20 students daily. All janitorial & janitorial supplies will be provided by SRCS.

(b) CONTRACTOR's Responsibilities and Duties:

The CONTRACTOR will provide the following for the summer 2024 programming:

- Provide additional enrichment activities and programming during Summer 2024 (up to 6 weeks of programming, depending upon location) for a total of 1150 students, with locations to include: the K-6 Summer Academy summer school programs at ALES and BHES (200 students x 2 sites = 400 students); the EXCEL for Youth summer program at Arts Charter (300 students); the Middle Grades STEM Camp at Piner High School (210 students); the Boost summer program at CCLA (140 students); and finally the Arts Charter Boost summer program (100 students).

Assessment & Impact Data

- Serve up to 1150 students & their families with various summer enrichment experiences and programming.
- SRCS will conduct a participant feedback survey at the conclusion of programming. Final results will be shared with partners and incorporated into development of a program logic model for the 24-25 school year.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 1st, 2024, and will continue through July 31st, 2024, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed six hundred thirty five thousand two hundred

Dollars (\$ 635,200 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Not applicable.

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

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

- Serve up to 1150 students & their families with various summer enrichment experiences and programming.
- SRCS will conduct a participant feedback survey at the conclusion of programming. Final results will be shared with partners and incorporated into development of a program logic model for the 24-25 school year.

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

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

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.

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(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]**

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401  
707-890-3800

[mmartin@srgs.k12.ca.us](mailto:mmartin@srgs.k12.ca.us)

**CONTRACTOR:**

Name:Boys & Girls CLubs of Sonoma-Marin  
Street:1400 N. Dutton Ave #24  
City/State/Zip:Santa Rosa, CA 95401  
Phone:707-528-7977

Email:mheery@bgcsonoma-marin.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 \_\_\_\_\_, 2024.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

Signature: \_\_\_ 

\_\_\_\_\_  
Lisa August \_\_\_\_\_

Print Name: Michelle Heery

Associate Superintendent  
707-890-3800 x80201  
[shoyos@srcs.k12.ca.us](mailto:shoyos@srcs.k12.ca.us)

Title: CBO

Email: Mheery@bgcsonoma-marin.org

Phone: 707-919-0560



**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 LANDPATHS, hereinafter referred to as "CONTRACTOR".

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

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

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

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

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source:** 01-3010-0-1157-1000-5800/5100-118/248-5197

**Funding Category:**     Base     Supplemental     Concentration  
 Restricted: \_\_\_\_\_     Other: Title I funds

For Billing (*if applicable*):     Bill to: \_\_\_\_\_    Billing frequency: \_\_\_\_\_

**Contract is:**     New     Renewal     Addendum     Amendment

**Number of Individuals Served:** 240 Students \_\_\_\_\_

**Approved at Site by\*:** \_\_\_\_\_    Date: \_\_\_\_\_

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

**Departmental Approval\*\*:** Roderick Castro    Date: 3/15/2024

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

**Contract Created by:** Michael J. Reimer, Ed.D., Ed. Services    Phone #: (707) 899-6112  
Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** 06/01/2024    **Proposed Contract End Date:** 8/15/2024

**Requisition #:** \_\_\_\_\_

**BUSINESS SERVICES USE ONLY**

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district's most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and share applicant information with the CONTRACTOR. The CONTRACTOR agrees to the following data privacy provisions:
  - The CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2024 program together with SRCS only (SRCS will provide CONTRACTOR access to past applicant information/data as required for legal purposes only);
  - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
  - The CONTRACTOR will destroy and delete all shared applicant data at the end of summer programming (including hard and any electronic copies).
  - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; [mreimer@srcs.k12.ca.us](mailto:mreimer@srcs.k12.ca.us)) immediately upon learning of any possible data breach.

(b) CONTRACTOR's Responsibilities and Duties:

The CONTRACTOR will provide the following for the LandPaths program:

- Provide organization and administration of an outdoor experiential enrichment program for 240 students for a total of 6 weeks in Summer, 2024.
- Provide teachers and support staff for the program.
- In conjunction with SRCS staff, assist in the promotion and enrollment of students.

Assessment & Impact Data

SRCS will conduct a participant feedback survey.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 1st, 2024, and will continue through August 15th, 2024, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One hundred thousand eight hundred Dollars (\$100,800.00 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Upon receipt of invoice.

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

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

- Serve 240 students & their families with outdoor education themed summer enrichment programming for 6 weeks.
- LandPaths to also share their participant feedback and analysis with SRCS.

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

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

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

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

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

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

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

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

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

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

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

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

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment

executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: **LandPaths**

Street: **618 4<sup>th</sup> Street Suite 217**

City/State/Zip: **Santa Rosa, CA 95404**

Phone: **707-544-7284**

Email: **rebecca@landpaths.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 \_\_\_\_\_, 2024.

**DISTRICT**

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

Lisa August

Associate Superintendent

shoyos@srcs.k12.ca.us

707-890-3800 x80201

**AUTHORIZED SIGNER or CONTRACTOR**

Signature: 

Print Name: Lee Hackeling

Title: Executive Director of Operations

Email: lee@landpaths.org

Phone: **707-544-7284**



1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district's most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and share applicant information with the CONTRACTOR. The CONTRACTOR agrees to the following data privacy provisions:
  - The CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2024 program together with SRCS only;
  - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
  - The CONTRACTOR will destroy and delete all shared applicant data at the end of summer programming (including hard and any electronic copies).
  - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; [mreimer@srcs.k12.ca.us](mailto:mreimer@srcs.k12.ca.us)) immediately upon learning of any possible data breach.
- Provide 1 SRCS on site staff for the 3-week program
- Provide a school site - Santa Rosa Charter School for the Arts
- Provide lunch for students during the program

(b) CONTRACTOR's Responsibilities and Duties:

The CONTRACTOR will provide the following for the EXCEL for Youth and Sonoma State University School of Extended and International Education will provide and pay for the following:

- Provide organization and administration of a summer enrichment camp for 3 weeks of programming for a total of up to 300 students (3 weeks x 100 students per week = 300).
- Provide teachers and support staff for the program.
- Class materials and supplies
- Provide policies and forms to SRCS District for registration and coordination purposes

Assessment & Impact Data

SRCS will conduct a participant feedback survey.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 1st, 2024, and will continue through July 30th, 2024, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One Hundred Sixty Eight Thousand Dollars (\$168,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Upon receipt of invoice.

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?):

- Serve 300 incoming grades 4-8 students & their families with summer enrichment programming for 3 weeks.

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

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

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 collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, 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. DISTRICT understands that CONTRACTOR is a California State University and is therefore subject to the California Public Records Act (CPRA). Upon receipt of a CPRA request, CONTRACTOR must comply by law.

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401  
707-890-3800

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Sonoma State University  
1801 E. Cotati Ave  
Rohnert Park, CA 94928  
707-664-3239

[Trudee.herman@sonoma.edu](mailto:Trudee.herman@sonoma.edu)

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

**DISTRICT**

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

\_\_\_\_\_  
Lisa August  
Associate Superintendent

[shoyos@srcs.k12.ca.us](mailto:shoyos@srcs.k12.ca.us)

**AUTHORIZED SIGNER or CONTRACTOR**

Signature: Trudee Herman

Print Name: Trudee Herman

Title: Contract Specialist

Email: [Trudee.herman@sonoma.edu](mailto:Trudee.herman@sonoma.edu)





1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district's most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and share applicant information with the CONTRACTOR. The CONTRACTOR agrees to the following data privacy provisions:
  - The CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2024 program together with SRCS only;
  - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
  - The CONTRACTOR will destroy and delete all shared applicant data at the end of summer programming (including hard and any electronic copies).
  - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; [mreimer@srcs.k12.ca.us](mailto:mreimer@srcs.k12.ca.us)) immediately upon learning of any possible data breach.

(b) CONTRACTOR's Responsibilities and Duties:

The CONTRACTOR will provide the following for the Luther Burbank Center for the Arts program:

- Provide organization and administration of a summer arts camp for 300 students.
- Provide teachers and support staff for the program.
- In conjunction with SRCS staff, assist in the promotion and enrollment of students. SRCS student target set at 240 of 300 students (80%).

Assessment & Impact Data

The Luther Burbank Center for the Arts will offer a culminating community showcase event on the final day of programming. SRCS will also conduct a participant feedback survey. LBC to share their version/feedback data (pre-post design) with SRCS.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 1st, 2024, and will continue through July 31st, 2024, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Fifty Eight Thousand Dollars (\$ 58,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Not applicable.

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

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

- Serve 300 K-12 grade students & their families with arts themed summer enrichment programming for 3 weeks.
- Culminating performance/celebration at the Luther Burbank Center for the Arts, showcasing students' work and skills.

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

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

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. *- LBC employees are subjected to passing Livescan background check as a term of employment.*

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

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

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

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

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

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment

executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Ashleigh Worley

Street: 50 Mark West Springs Rd

City/State/Zip: Santa Rosa, CA, 95403

Phone: (415) 747-7982

Email: [aworley@lutherburbankcenter.org](mailto:aworley@lutherburbankcenter.org)

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2024.

**DISTRICT**

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


Lisa August

Associate Superintendent

[shoyos@srcs.k12.ca.us](mailto:shoyos@srcs.k12.ca.us)

707-890-3800 x80201

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

Print Name: Ashleigh Worley

Title: Director of Education & Community Engagement

Email: [aworley@lutherburbankcenter.org](mailto:aworley@lutherburbankcenter.org)

Phone: (415) 747-7982

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SANTA ROSA CITY SCHOOLS  
AND  
BAYLOR UNIVERSITY**

**THIS AGREEMENT** (the “**Agreement**”) by and between **Santa Rosa City Schools (“the Agency”)** and Baylor University (“**the University**”) shall become effective as of **March 14, 2024 (“the Effective Date”)**. The Agency and the University may be referenced together herein as each the “Party” or collectively as the “Parties”.

WHEREAS, the Baylor University Department of Communication Science and Disorders through its graduate division requires the use of field instruction experiences under appropriate guidance and supervision for students in the majors and minors associated with these divisions (hereafter referred to as “CSD Degree Programs”), as these clinical practice experiences are essential for further student development in order to develop the necessary effective skills, clinical judgment, and a sense of professional responsibility for students in the CSD Degree Programs, and

WHEREAS, the Agency offers suitable field instruction facilities and conditions which meet criteria established by the regulatory agencies, including the American Speech-Language-Hearing Association, overseeing communication science and disorder programs for agencies affiliating with such CSD Programs and by the University, and

WHEREAS, it is recognized that a cooperative relationship between a service institution and an educational institution can be mutually beneficial in providing uniquely advantageous educational experiences,

BE IT UNDERSTOOD AND AGREED that Agency and University desire to enter into an agreement whereby students in the University CSD Programs shall receive field experiences in practicum courses at the Agency. This Agreement shall be governed by the following conditions:

**I. UNIVERSITY RESPONSIBILITIES:**

- A. **Provision of Foundational Curriculum.** The University shall assume full responsibility for planning, execution, and determining the adequacy of the education phase of the CSD Degree Programs, including curriculum, administration, faculty appointments, and matters which normally are reserved as University function, such as granting degrees and advising students. However, recommendations and suggestions may be solicited from the Agency's staff in making significant revisions. The University shall provide the Agency with copies of current course outlines, course objectives, the curriculum philosophy, and a list of faculty and their qualifications, certifications, or licensures when requested.
- B. **University Accreditation.** As required by Agency, the University represents that it is and, for the term of this Agreement, will be (a) approved by the Texas Higher Education Coordinating Board and (b) accredited by the Southern Association of Colleges and Schools Commission on Colleges, recognized by Council for Higher Education Accreditation or the U.S. Department of Education. The University will provide Agency with copies of all accreditations upon request. In the event accreditation is lost, suspended, or otherwise restricted, the University shall notify

Agency, in writing, within three (3) business days. Agency may, at its sole discretion, suspend or terminate this Agreement if the University fails to maintain its accreditation.

- C. **Selection of Students.** The University shall recommend for placement in the on-site education experience program of the Agency only those students who have earned a satisfactory record and have met the minimum requirements of the prerequisite didactic portion established by the University CSD Degree Programs within the Department of Communication Sciences and Disorders. The University shall assist the site with selection of students to the Agency with the student's knowledge and consent. The University agrees that this document does not limit the Agency to accepting only students from this University into the on-site education program.
- D. **University Liaison; Communications.** The University will designate a faculty or other professional staff member to coordinate and act as its liaison to the Agency. The individualized assignments to be undertaken by the students participating in the practical learning and clinical experience will be mutually arranged by the liaison based on the objectives of the practicum and available learning opportunities, and a regular exchange of information will be maintained by on-site visits when practical, and by letter or telephone in other instances. The University shall notify the Agency in writing of any change or proposed change of the person(s) responsible for coordinating clinical placements with the Agency. The University will provide the Agency with the following written information two weeks prior to the start of each clinical experience: (i) names of students and responsible faculty; (ii) any necessary registration numbers of faculty; (iii) documentation of professional liability insurance for students and faculty; (iv) other appropriate information as requested.
- E. **Supervision of Students' Clinical Practice.** No one associated with the University other than the participating student will be at the Agency in connection with this educational experience, other than for an Agency tour or upon special request by the Agency.
- F. **Visitation of University Campus.** The University shall extend the authorized representatives of the Agency an open invitation to visit the CSD Degree Programs within the Department of Communication Sciences and Disorders at the University and consult with faculty and students in the program.
- G. **University Attestation.** Upon request of the Agency, the University shall provide evidence of the following:
  - 1) That each student has met all health requirements of the Agency, which may include, but are not limited to, CPR certification, proof of absence of TB, hepatitis B vaccination, Tdap vaccination, annual flu vaccination, and Occupational Safety and Health Administration's ("OSHA") compliance for prevention of transmission of blood borne pathogens and TB and general HIPAA training. Agency may update these requirements upon written notice to University. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.
  - 2) That where required by and acceptable to the Agency, a criminal background check and a drug screen have been completed as to each placed student prior to participation in the practical learning and clinical educational experience. Any student not meeting applicable requirements shall not be eligible to participate in a clinical rotation.

H. **Required Training.** University shall require that all faculty and students who may be at risk for occupational exposure to blood or other potentially infectious materials be:

- 1) Trained in accordance with OSHA's Occupational Exposure to Blood borne Pathogens Final Rule 29 CFR Part 1910.1030, as published in the Federal Register Friday, December 6, 1991.
- 2) Trained in the modes of transmission, epidemiology and symptoms of Hepatitis B virus (HBV) and Human Immunodeficiency (HIV) and other blood borne pathogens.
- 3) Trained in the methods of control that prevent or reduce exposure including universal precautions, appropriate engineering controls, work practices, and personal protective equipment.
- 4) Provided information on the Hepatitis B vaccine, its efficacy, safety, method of administration, and benefits of being vaccinated.

I. **Student Notices.** The University shall advise students of their responsibilities regarding participation in the on-site education process, including:

- 1) Reporting to the Agency on time and following the administrative policies, standards, and practices of the Agency, including current Title IX and COVID-related policies and procedures. This also includes meeting the personal, ethical and professional standards required of employees of the Agency and consistent with the applicable professional Code of Ethics and the applicable standards of relevant accrediting or regulatory bodies. Students will appear in appropriate attire acceptable to the institution for instruction of all kinds. Permission may be included to attend seminars, conferences, and to participate in other pertinent institutional activities.
- 2) Obtaining medical care at his/her own expense for any injuries or illnesses sustained as a direct or indirect result of his/her affiliation with the Agency, unless otherwise required by law.
- 3) Providing his/her own transportation and living arrangements.
- 4) Following all established regulations of any state regulatory agency associated with the clinical experience during the scheduled operating hours of the Agency.
- 5) Conforming to the standards and practices established by the University while functioning at the Agency.
- 6) Obtaining prior written approval of the Agency and University before publishing any material relating to the practical learning and clinical educational experience.

## **II. AGENCY RESPONSIBILITIES:**

A. **Provision of Facilities/Supervision for Supervised Clinical Experience.**

- 1) The Agency agrees to Accept students for field instruction including participation in the overall Agency program and activities as appropriate to the objectives of field instruction. The Agency will provide students such cases, client contacts, access to records and other information within the Agency to meet the objectives of field instruction, including both a variety of direct service experiences and experiences with the organizational functioning of the Agency as are available and appropriate. The Agency will have the right to interview students selected by University. The Agency will have the right to reject any student who, in the Agency's judgment, does not meet its criteria for acceptance and to set the total number of students the Agency is willing to accept for placement.

- 2) Subject to the ability of Agency to accommodate University's request, which Agency shall determine in its sole discretion, the Agency agrees to make the appropriate facilities available to the University in order to provide supervised practical learning and clinical educational experiences to students enrolled in the CSD Degree Programs at the University. Such facilities shall include an environment conducive to the learning process of the students as intended by the terms of this Agreement and conforming to customary Agency procedures. Activities in which the student may be engaged, under clinical supervision, may be listed on Attachment A to this Agreement by the Parties. The Agency shall inform University of any change in policies, procedures, or staffing that might affect the quality of nature of field instruction.
  - 3) The Agency shall designate and submit in writing to the University the name and professional and academic credentials of the individual(s) overseeing student(s) experiences, and the Agency will allot said individual(s) sufficient time for planning, supervision, evaluation, and to gain familiarity with the University's program.
  - 4) The Agency shall provide, within Agency limitations, conference rooms and lockers requested, and such equipment, supplies, and clerical assistance as are necessary to the accomplishment of the learning task and the student's responsibilities in the Agency.
- B. Policies/Procedures Applicability to Students.** Students are to remain subject to the authority, policies, and regulations imposed by the University and, during periods of practical learning and clinical educational experience, students will be subject to all rules and regulations of the Agency and imposed by the Agency on its employees and agents with regard to following the administrative policies, standards, and practices of the Agency.
- C. Agency Liaison; Communications.** The Agency shall designate a liaison responsible for coordinating the practical learning and clinical educational experience. That person shall maintain contact with the University's designated liaison to assure mutual participation in and surveillance of the practical learning and clinical educational experience. The Agency shall, at least four weeks prior to each academic term, provide the University with the maximum number of students (from all CSD Degree Programs) that can be assigned to each patient unit and service area. The Agency shall notify the University in writing of any change or proposed change of the person(s) responsible for coordinating the practical learning and clinical educational experience. The Agency also agrees to provide the University all information reasonably requested concerning a student's educational experience performance, including the nature of the experiences each student receives and a written summary report.
- D. Client Care.** While at the Agency, students are not to replace the Agency staff, and are not to render service except as identified for educational value and delineated in the joint-planned practical learning and clinical educational experiences. Any such direct contact between a student and a client shall be under the proximate quality supervision of a member of the staff of the Agency. The Agency shall at all times retain full responsibility for client care and for control of established standards of client care. The Agency will comply with all applicable federal and state health and safety laws and regulations. Any provision of this agreement to the contrary notwithstanding, a client may request that they not be a teaching client and such request will be honored by Agency and University. In addition, the Agency may, on its sole authority, designate one of its clients as a non-teaching client.
- E. Emergency Treatment of Students.** Emergency outpatient treatment will be available to students while under the supervision of the Agency for practical learning and clinical

educational experience in case of accident or illness. In case of emergency at a non-Agency site, standard procedure will be followed. It is the student's responsibility to bear the cost of the emergency treatment, unless otherwise required by law.

- F. **University Tour of Agency.** The Agency shall, on reasonable request and subject to legal restrictions regarding patient health information, permit a tour of its clinical facilities and services available and other items pertaining to practical learning and clinical educational experiences, by representatives of the University and agencies charged with responsibility for approval of the facilities or accreditation of the curriculum.
- G. **Orientation.** The Agency shall require and provide an orientation to the faculty and students before direct patient contact is allowed. Orientation by the Agency shall include information regarding:
- 1) The Agency's Exposure Control Plan for blood borne pathogens and the means by which students and faculty can obtain a copy of the written plan.
  - 2) The engineering controls used within the Agency's work site.
  - 3) The personal protective equipment available in each of the Agency's work areas.
  - 4) The identification of tasks and patient-related activities which increase the risk of exposure to HBV, HIV, and other blood borne pathogens.
  - 5) What constitutes an exposure.
  - 6) The established procedure to follow after an exposure to blood or body fluids occurs including the methods of reporting the incident and the medical follow-up required.

### III. UNIVERSITY AND AGENCY JOINT RESPONSIBILITIES:

- A. **Instructional Period.** The course of the practical learning and clinical educational experience will cover a period of time as arranged between the University and Agency. The beginning dates and length of experience shall be mutually upon by the University and Agency and will conform to the student's academic calendar to the greatest extent possible while meeting the required hours for accreditation.
- B. **Compliance with Privacy Laws/Confidential Information.**
- 1) **HIPAA.** The Agency and University jointly agree that Agency is a covered entity for purposes of the Health Insurance Portability and Accountability Act (HIPAA) and subject to 45 CFR Parts 160 and 164 ("the HIPAA Privacy Regulation"). To the extent that students are participating in a clinical/non-clinical experience at Agency such students shall:
    - a) Be considered part of Agency's workforce for HIPAA compliance purposes in accordance with 45 CFR Part 164.103, but shall not be construed to be employees of Agency;
    - b) Receive training by Agency on, and subject to compliance with, all of Agency's privacy policies adopted pursuant to the HIPAA Privacy Regulation; and
    - c) Not disclose any Protected Health Information, as that term is defined by 45 CFR §160.103, to University which a student accessed through participation in the clinical/non-clinical experience that has not first been de-identified as provided in 45 CFR §164.514(a);

No services are being provided to Agency by University pursuant to this Agreement and therefore this Agreement does not create a "business associate" relationship as that term is defined in 45 CFR §160.103.

- 2) **FERPA.** Both Parties shall comply with the applicable provisions of the Family Educational Rights and Privacy Act of 1974, 20 USC 1232 (g), otherwise known as FERPA or the Buckley Amendment, and shall take all measures necessary to ensure the confidentiality of any and all information in their possession regarding the University's students who train at the Agency pursuant to this agreement, as well as any and all information regarding any Agency students. Both Parties agree to limit the use of such information only for the purpose for which they obtained such information.
- 3) **Other Confidential Information.** The Parties understand and agree that in connection with this Agreement, each Party may acquire competitively sensitive information which is neither known to nor ascertainable by persons not engaged with the other Party, and which may cause each Party to suffer competitively or economically if such information becomes known to persons outside of that Party. Such information may be in the form of trade secrets, or in the form of confidential information. Confidential information shall include, but not be limited to each Party's business and business development plans, patient or supplier lists. Consequently, except as provided in this paragraph or otherwise required by law, each Party agrees not to directly or indirectly use or disclose to any individual or entity any confidential Party information at any time.

The foregoing restrictions on use and disclosure of confidential information do not apply to information (i) that is required to be disclosed by law, regulation, or court or governmental order, (ii) that is or becomes publicly known other than as a result of a violation of this Section 3, (iii) that is known by a Party prior to receipt of the information from the other Party as clearly evidenced by such Party's books and records, (iv) that is lawfully received by a Party from a Party not under a non-disclosure obligation with respect to such information, or (v) that is independently developed by a Party without reliance on the confidential information received as clearly evidenced by such Party's books and records.

- C. **Removal of Students.** Both Parties agree that either the University or the Agency relieve a student of any specific assignment or may drop a student enrolled in the program if, in the opinion of either party, the student is not making satisfactory progress in the program. Any student who does not satisfactorily complete the program or any portion thereof may repeat the course at the same Agency only with the written approval of both the Agency and the University. Both Parties also agree Agency may reserve the right to reasonably discipline any student who fails to comply with Agency policies and procedures. Discipline may result from conduct, work, or health status that materially interferes with the Agency's ability to care for students or impairs the student from benefiting from the clinical experience. If Agency, in its sole discretion, determines that the student's acts or omissions are unsatisfactory for (1) non-adherence to the following: (i) dress code, (ii) behavior standards; (iii) administrative and medical policies; (iv) maintenance of professional liability insurance; or (2) cannot provide safe care due to physical or mental illness, the student will immediately cease the clinical experience at the Agency, and the Agency will notify University's liaison of such discipline or removal.
- D. **Discrimination.** The Parties hereto shall abide by the requirements of Executive Order 11246, 42 U.S.C. Section 2000d and the regulations thereto, as may be amended from time to time. There shall be no unlawful discrimination or treatment because of race, color, religion, sex, national origin, age, order of protection status, marital status, ancestry, military status, unfavorable discharge from military service, sexual orientation or physical or mental disability

in the employment, training, or promotion of students or personnel engaged in the performance of this Agreement.

E. **Employment Status.** The University and Agency acknowledge that the student is an enrolled student at the University only engaged in a supervised educational experience at the Agency. No student, under this Agreement shall in any way be considered an employee or agent of the Agency or of the University, nor shall any such student be entitled to any fringe benefits, Worker's Compensation, disability benefits or other rights normally afforded to employees of the Agency or of the University. No employee or agent of one Party shall in any way be considered an employee or agent of the other Party. This Agreement does not contemplate the payment of a fee or remuneration by either Party to the other either before, during, or after the completion of the educational experience. The University acknowledges and shall require student to also acknowledge that student is not entitled to nor promised in any manner an employment position at Agency after completion of the educational experience. This provision shall not be deemed to prohibit the employment of a student or faculty member of the University by the Agency under a separate employment agreement or prohibit the employment of an employee of the Agency by the University under a separate employment agreement.

F. **Insurance.**

1. **University Insurance.** The University shall maintain for itself and provide to students or require that students obtain and maintain appropriate professional liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers approved by Agency. A copy of the certificate of insurance shall be provided to the Agency. The University shall maintain for itself and provide to students appropriate general liability insurance coverage in the amounts of at least \$1,000,000 per occurrence, self-insured by the University, and \$3,000,000 in the aggregate covered by an outside insurer.
2. **Agency Insurance.** The Agency shall maintain appropriate professional and general liability insurance coverage in the amounts of at least \$1,000,000 per occurrence and \$3,000,000 in the aggregate, with insurance carriers or self-insurance programs. Agency shall cause the general liability policy to name University as Additional Insured with a waiver of subrogation in favor of University. Additionally, Agency's policies will contain primary and non-contributory language on the CGL policy. A copy of the certificate of insurance shall be provided to the University upon request.

#### IV. TERMS

- A. **Term of Agreement.** The term of this Agreement shall be for five (5) years, to commence on the Effective Date. Upon review, the Parties may choose to extend the Agreement by executed Amendment. Either Party may terminate this Agreement at any time, with or without cause, upon sixty (60) days prior written notice to the other Party. In the event that this Agreement is not renewed for a subsequent term, students who are participating in the practical learning and clinical educational experiences at the time of termination shall be allowed to complete such assignment under the terms and conditions herein set forth.
- B. **Liability Stipulation.** University agrees to indemnify and hold harmless the Agency from and against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of Students. Agency

agrees to indemnify and hold harmless University against any and all liability for personal injury, including injury resulting in death, or damage to property, or both, resulting from the negligent acts and/or omissions of its employees. University has the authority to investigate liability claims or discrimination claims made by or against University, its faculty or students.

- C. **Assignment.** This Agreement may not be assigned without the prior written consent of the other Party, which will not be unreasonably withheld.
- D. **Severability.** If any provision of this Agreement or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provision to persons or situations other than those to which it shall have been held invalid or unenforceable, shall not be affected thereby, but shall continue to be valid and enforceable to the fullest extent permitted by law.
- E. **Notice to Parties.** Any notice, demand or request required or permitted to be given under the provisions of this Agreement shall be in writing and shall be deemed to have been duly given under the earlier of (a) the date actually received by the party in question, by whatever means and however addressed, or (b) the date sent by facsimile (receipt confirmed), or on the date of personal delivery, if delivered by hand, or on the date signed for if sent by an overnight delivery service, to the following addresses, or to such other address as either party may request, in the case of the University, by notifying the Agency, and in the case of the Agency, by notifying the University:

If to the University:	Baylor University One Bear Place #97332 Waco, TX 76798-7332
Attention:	Steven Moates, SLP.D., CCC-SLP
Email:	steven_moates@baylor.edu
Telephone:	(254) 710-2568
If to the Agency:	Santa Rosa City Schools 211 Ridgway Ave Santa Rosa, CA 95401
Attention:	_____
Email:	_____
Telephone:	(____) _____ - _____

or to such other addresses as the parties may specify in writing from time to time.

- F. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Texas, without regard to the conflict of laws provisions thereof.
- G. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. A digital image substantially similar to an original signature (as in the case of a faxed counterpart or a scanned and emailed counterpart) shall have the same force and effect as an original signature.
- H. **No Third-Party Beneficiaries.** This Agreement shall inure exclusively to the benefit of and

be binding upon the parties hereto and their respective successors, employees, agents, assigns, executors and legal representatives during the initial term of this Agreement and any extensions thereof. Nothing in this Agreement, expressed or implied, is intended to confer on any person other than the parties hereto or their respective successors and assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

- I. **Captions for reference only.** The captions contained in this Agreement are for convenience of reference only and do not define, describe, or limit the scope or intent of this Agreement or any of its provisions.
- J. **Entire Agreement.** This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof. No changes or modifications of this Agreement shall be valid unless the same are in writing and signed by the parties. No waiver of any provisions of this Agreement shall be valid unless in writing and signed by the parties.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed in their respective corporate names by duly authorized officers, all on the day and year first set forth above.

For and on behalf of:

**SANTA ROSA CITY SCHOOLS**

**BAYLOR UNIVERSITY**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

Printed Name: Jason R. Carter

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

Title: Dean, Robbins College of Health and  
Human Sciences

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

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

## ATTACHMENT A

Activities in which the student may be engaged, under clinical supervision, for the attached Agency Affiliation Agreement include:

### **Learning Outcomes:**

LO1 (SLGT) Student will demonstrate the ability to select and implement evaluation procedures (case history information, standardized tests, nonstandardized tests, screening procedures, and/or behavioral observations) and adapt the procedures to meet the individual client needs. Student seeks guidance when needed.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will demonstrate the ability to follow and modify standardized testing procedures for a client involving disorders of speech, to include articulation, fluency, voice, apraxia, dysarthria, and/or dysphagia with a level of 80% accuracy.

LO2 (SLTG) Student will demonstrate the ability to interpret and integrate evaluation results (case history information, standardized test results, nonstandardized test results, screening results, and/or behavioral observations) to define the client's communicative functioning. Student develops diagnostic impressions, integrates data in order to identify etiologic and/or contributing factors, and makes recommendations leading to appropriate case management. Student seeks guidance when needed.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will interpret test results, including all behaviors, contributing factors, and examines relationships between test results for any client with 80% accuracy.

LO3 (SLTG) Student will demonstrate the ability to select/develop and implement intervention strategies for the treatment of communication and related disorders and select/develop/use materials and instrumentation that will enhance the treatment process. Student seeks guidance when needed.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will develop and implement intervention strategies for clients with speech disorders, including articulation, voice, fluency, dysphagia, apraxia, and/or dysarthria with 80% accuracy.

LO4 (SLTG) Student will develop and implement specific, reasonable, and necessary treatment plans. The treatment plan includes long-term goals and measurable short-term objectives that reflect a learning sequence appropriate for the client. Student seeks guidance when needed.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will write and implement treatment plans on any client with 80% accuracy.

LO5 (SLTG) Student will demonstrate the ability to plan and implement a program of periodic monitoring of the client's communicative functioning through the use of appropriate data-collection methods. The student interprets and uses data to modify treatment plans, strategies, materials, and/or instrumentation to meet the individual needs of the client. Student seeks guidance when needed.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will utilize data collection and record keeping in writing daily progress notes on any client with 80% accuracy.

LO6 (SLTG) Student will demonstrate the ability to prioritize activities, maintain client records, and comply with program administrative and other regulatory policies in a timely manner. Student seeks guidance when needed.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will complete and turn in required reports (including treatment plans, lesson plans, progress reports) in time frames set forth by the clinical faculty with 80% accuracy, comply with practicum policies set forth in the clinical handbook, be prepared for clinical sessions, begin and end sessions on time, keep absences to a minimum, and meet with assigned supervisor on a regular basis.

LO7 (SLTG) Student will demonstrate the ability to present information accurately, clearly, logically and concisely in oral communications, written reports, and letters that are appropriate for the needs of the audience. Student uses terminology and phrasing consistent with the semantic competency of the audience and includes accurate and complete information, listens carefully to clients and others, takes initiative in providing appropriate clarifications when needed, and demonstrates appropriate nonverbal communication style. The student demonstrates the ability to listen to input from others, make appropriate decisions based on shared information,

and contribute information that promotes mutual problem-solving. The student provides counseling and supportive guidance regarding the client's communication disorder to client, family, caregivers, and significant others.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will demonstrate effective, professional interpersonal skills while in a treatment/evaluation setting and while communicating test results, intervention plans, and or progress reports to clients and/or caregivers with 80% accuracy.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] The student will demonstrate effective, professional interpersonal skills while in a treatment/evaluation setting and while communicating test results, intervention plans, and or progress reports to clients and/or caregivers with 80% accuracy.

LO8 (SLTG) The student will demonstrate the ability to plan and implement educational programs for other professionals and/or the general public to facilitate the treatment and acceptance of disabilities associated with communication disorders. The student demonstrates the ability to consider the needs of the audience and provide clear and meaningful educational information.

LOBO [ABCD Format—Audience, Behavior, Condition, Degree] Each student will present a case study/staffing presentation to other professionals and/or will provide information regarding communication disorders to the general public by way of health fairs, brochures, or participation in Better Speech and Hearing Month activities.

Each student is expected to meet the following learning outcomes:

- 1. The student will complete and turn in required reports (including treatment plans, lesson plans, progress reports) in time frames set forth by the clinical supervisor with 80% accuracy, comply with practicum policies set forth in the intern site, be prepared for clinical sessions, begin and end sessions on time, keep absences to a minimum, and meet with the assigned supervisor on a regular basis. (V-B, 2b, std. 3.1.1B, 2c)**
- 2. The student will utilize data collection and record keeping in writing daily progress notes.**
- 3. Each student will present a case study/staffing presentation to other professionals and/or will provide information regarding communication disorders to the general public by way of health fairs, brochures, or participation in Better Speech and Hearing Month activities (if deemed appropriate by the facility).**
- 4. Each student will verify with the clinical coordinator immunization records, CPR certification, TB testing, background check, and drug screening. Also, each student will be required to make contact with the clinical coordinator each month of the internship.**



**Sonoma County Office of Education and Santa Rosa City Schools  
Memorandum of Understanding  
For Participation in California Coalition for Inclusive Learning (CCIL)**

This Memorandum of Understanding (MOU) is entered into by and between Sonoma County Office of Education (hereinafter SCOE) and Santa Rosa City Schools (hereinafter District). It is expressly understood and agreed by both parties as follows:

The purpose of this MOU is to establish an agreement that allows SCOE to provide professional development and learning opportunities to educators at Albert F. Biella Elementary School in Universal Design for Learning as part of the California Coalition for Inclusive Learning (CCIL).

**Project Description with Roles & Responsibilities:** See Appendix A

**Terms:** The effective date of this agreement is January 10, 2024 through June 30, 2024.

**Financial Relationship:** SCOE will reimburse the District up to \$7,200 for the cost of substitutes and/or payment to teachers for work outside of their contracted workday. The District will invoice SCOE for these costs and include a detailed accounting of the costs for reimbursement. SCOE will pay the District within 30 days of receipt of the detailed invoice. Invoice should be sent to:

Sonoma County Office of Education  
Business Services Attn: Kasey Deis  
5340 Skylane Blvd.  
Santa Rosa, CA 95403

**Termination of Agreement:** This Agreement may be terminated at any time upon the mutual written agreement of the Parties or by either party with or without cause upon forty-five (45) calendar days' advance written notice to the other party.

**Amendments:** The terms of this agreement shall not be amended in any manner except by written agreement signed by both Parties.

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

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

**Force Majeure:** Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); any laws, regulations, or Orders of Local, State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall give the other party written notice of the cause for the delay as soon as practicable. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any services or costs if the failure to perform the Agreement arises from any of the contingencies listed above.

**Integration:** This Agreement represents the entire understanding of District and SCOE as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto.

**Governing Law:** This Agreement and all of its amendments entered into after the date of this Agreement, no matter their place of negotiation, execution, or performance, will be governed by the laws, notwithstanding its choice of law principles, then in effect in the State of California. If one Party asserts an action relating to or arising out of this Agreement or the breach thereof, that Party will commence the action in the principal place of residence or business of the other Party to this Agreement.

**Severability Waiver:** The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party permitting the waiver.

**Insurance Limits:** Each Party, at its sole expense, shall at all times maintain insurance or self-insure for commercial general liability using an occurrence policy for against personal injury and property damage that may arise from or in connection with their performance of this agreement in the amount not less than one million dollars (\$1,000,000) for any one person injured or killed, two million dollars (\$2,000,000) for injury or death of more than one person, or

  
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one million dollars (\$1,000,000) for property damage per occurrence.

## APPENDIX A:

**California Coalition for Inclusive Learning (CCIL)  
UDL Implementation - Sonoma County Office of Education  
Kelley Dillon / Email Address: kdillon@scoe.org**

### Project Description:

'When a flower doesn't bloom, you fix the environment in which it grows, not the flower.' This idea is at the heart of the California Coalition for Inclusive Learning (CCIL) and Universal Design for Learning (UDL). We are committed to ensuring all students have access to meaningful, relevant, and challenging grade-level content within inclusive environments. We recognize that the foundation of effective education is best-first instruction and UDL empowers us to deliver accessible learning for all.

We understand that students thrive in rigorous, inclusive settings where access to grade-level content and interaction with peers are key to their success. UDL provides the ideal framework for educators to reduce barriers to learning while promoting inclusion, access, and equity.

Our mission is to offer tailored professional development to leaders and teachers, supporting UDL implementation, and establishing systems that leverage UDL to enhance outcomes for all learners.

By rooting all our work in the UDL framework as the core lever of change, CCIL's innovative design addresses California's goal of fostering inclusive educational practices for all students within a general education environment. By equipping administrators to leverage the resources in their systems to support inclusion and by supporting educators to design for learner variability, we will improve student performance and increase educator retention and satisfaction in their work. This is an opportunity to connect and expand the UDL practitioners across the state "until learning has no limits." (CAST)

We invite you to partner with the California Department of Education (CDE) grant-funded professional learning opportunity led by the Sonoma County Office of Education (SCOE) and the CCIL - CA Coalition for Inclusive Learning.

### Project Goals:

As a result of our collaboration, participants will gain a deeper grasp of UDL principles, pinpoint a starting point for UDL integration, and explore the tools and processes that underpin UDL implementation. Guided by a CCIL Implementation Specialist (CCIL IS) educators will dive deeply into customizable PL activities that strengthen and support their implementation of UDL principles to yield equitable outcomes for all learners.

### Roles and responsibilities:

#### Sonoma County Office of Education will provide:

- A dynamic introduction of UDL Foundational Concepts
- Professional development and support for UDL implementation. A range of topics may include but are not limited to:
  - Expert Learning
  - UDL Foundational Concepts
  - Mindset
  - Barriers
  - Goal Setting
  - Self-Reflection
  - Variability, Barriers, and Options
  - UDL Microcredentials

#### Santa Rosa City Schools / Albert F. Biella Elementary will:

- Commit to dedicating the necessary time and resources to actively engage in the work
- Have a committed team of participants throughout the project.
- Provide meeting time and space
- Work collectively with the CCIL Implementation Specialist (IS) to complete the UDL School Implementation Criteria Self-Assessment
- Create a UDL implementation plan with the support of CCIL IS.
- District/Site leader participating in the professional development offerings provided by the CCIL IS.

  
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<ul style="list-style-type: none"> <li>● Facilitation on protocols: <ul style="list-style-type: none"> <li>○ Instructional Rounds</li> <li>○ Journey Mapping</li> <li>○ UDL Lesson Design Study</li> <li>○ Problem of practice</li> <li>○ Consultancy</li> <li>○ Examination of Student work</li> </ul> </li> <li>● Consultation on adding UDL elements to already existing professional development offerings</li> <li>● Facilitation and coaching of up to 2 instructional rounds per year</li> <li>● UDL monthly, training and coaching <ul style="list-style-type: none"> <li>○ Dates TBD</li> </ul> </li> <li>● Access to curated resources to support UDL implementation</li> <li>● Assist with developing a 3-5 Year UDL Implementation Plan</li> <li>● Access and support using the UDL School Implementation Criteria Self-Assessment</li> <li>● UDL Networking Opportunities</li> <li>● Reimbursement for subs and teachers time spent out of contract hours</li> <li>● Collaborate with the District to determine mutually agreed upon training dates and times.</li> </ul>	<ul style="list-style-type: none"> <li>● Participate in: <ul style="list-style-type: none"> <li>○ Up to 2 Instructional Rounds per year</li> <li>○ 1 Lesson Design Study</li> <li>○ 1 Journey Mapping Protocol</li> </ul> </li> <li>● Provide subs and/or release time to participants to allow them to engage in the work.</li> <li>● Complete surveys and feedback forms</li> <li>● Data sharing, when applicable, to gauge the effectiveness of implementation, and identify next steps.</li> <li>● Collaborate with SCOE to determine mutually agreed upon training dates and times.</li> </ul>
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Total Cost of Proposal: Up to \$7,200.00

In witness whereof, the parties sign this Memorandum of Understanding (MOU) as set forth below:

SANTA ROSA CITY SCHOOL DISTRICT -

 Lba August Assoc. Supt.

Name, Position

3/13/24

Date

SONOMA COUNTY OFFICE OF EDUCATION -

\_\_\_\_\_  
Greg Medici, Dept. Superintendent, Business Services

\_\_\_\_\_  
Date

  
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DATE SUBMITTED:



**MOU APPLICATION FORM—OPERATIONAL TEAM 2023-28**

Effective July 1, 2012 agencies and individuals providing gang prevention/intervention services in Sonoma County are eligible to submit a Memorandum of Understanding (MOU) to participate and attend meetings of the Santa Rosa Violence Prevention Partnership (The Partnership) Operational Team. As a multi-disciplinary team established through CA Welfare and Institutions Code 830.1 and 827, all participating agencies must be, "qualified to provide a broad range of services related to the problems of juvenile crime and street crime." An agency must be aligned with the strategic goals of the Partnership, provide one or more eligible services (as defined below) and adhere to the Operational Team's high standards of personal conduct.

Information provided on this application will be reviewed and **must be approved** and fully executed prior to any agency staff attending an Operational Team meeting. **All applications are subject to approval by the Partnership Steering Committee.**

**Email or drop off completed application to:**  
Madeline Brown, Research and Program Coordinator, [mbrown@srcity.org](mailto:mbrown@srcity.org)  
(707) 543-4676

**CONTACT INFORMATION (MOU AUTHORIZED SIGNATORY)**

*Authorized Signatory: The contact listed in this section is the person who has authority to sign legal documents for the agency.*

Agency Name: \_\_\_\_\_  
Authorized Signatory Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone #: \_\_\_\_\_ Cell #: \_\_\_\_\_  
Email: \_\_\_\_\_

**Agency Type:** Identify the agency type as registered with the State of California – Office of the Secretary of State:  
  
Non-profit California Corporation  
For-profit business  
Government entities  
School District  
Charitable Organization

**For Official City Use Only**

Date Received: \_\_\_\_\_ Initials: \_\_\_\_\_  
Approved by Program Manager: Date: \_\_\_\_\_ Initials: \_\_\_\_\_  
Comments: \_\_\_\_\_  
Approved by Santa Rosa Police Department: Date: \_\_\_\_\_ Initials: \_\_\_\_\_  
Approved by Partnership Steering Committee: Date: \_\_\_\_\_ Initials: \_\_\_\_\_  
Comments: \_\_\_\_\_  
Memorandum of Understanding on file: Date: \_\_\_\_\_ Initials: \_\_\_\_\_ Expires: \_\_\_\_\_

## MEMBER RESOURCE INFORMATION

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### Santa Rosa Violence Prevention Partnership 2023 – 2028 Strategic Plan

#### Mission Statement

We lead, mobilize, and align resources in our communities to create a safe and healthy environment where all youth are empowered to reach their full potential and all community members thrive.

#### Vision Statement

Santa Rosa emerges as a strong, resilient and interconnected community where all residents are safe, healthy and thrive.

#### Guiding Principles

Build Safe Communities  
Commitment to Equity  
Community Response  
Shares Responsibility  
Trusting Relationships  
Value Our Youth

**I provide, or our agency provides and/or leverages, the following eligible services as a member of the Partnership Operational Team (Check all that apply):**

Life Skills/Cognitive Development  
Family-Based Services  
Street Outreach, Intervention, and Mediation

**I provide, or our agency provides and/or leverages, the following Strategic Goals as a member of the Partnership Operational Team (Check all that apply):**

Develop, facilitate, and implement place-based initiatives in high-need areas as identified in the Community Safety Scorecard. Engage stakeholders (i.e. youth, parents, residents, schools, faith-based community, businesses, etc.) in assessing the root causes of trauma and youth and gang violence. Align with existing efforts and partnerships, collaboratively develop, implement, and measure strategies that effectively:

- mitigate incidents of trauma;
- address inter-generational family dynamics;
- strengthen connectedness to place;
- foster opportunities for increased community and school involvement; and
- build safer communities.
  - As appropriate, align with existing initiatives, such as Sonoma County's Health Action Chapters, the City of Santa Rosa's Neighborhood Revitalization Program, and Community Action Partnership's Community Building Initiative. [Crime & Safety; Family & Community Connectedness, School Conditions]

Increase school readiness for children 0-5 in early learning environments by collaborating with parents, school districts, and community-based organizations to support, identify, and direct resources. [School Conditions]

Enhance student engagement and truancy prevention policies, strategies and programming by collaborating with school districts and community-based organizations to identify alternatives to suspensions and expulsions that help youth remain in school, graduate, and pursue their life goals. [School Conditions]

Implement workforce development initiatives including employment, career technical education and development, and case management services to increase work readiness and economic stability. [Economic Conditions]

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**SCOPE OF SERVICE(S)**

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**Name of Program:** \_\_\_\_\_

*Please check the box(s) of the geographic region and/or school districts in which the agency provides services:*

Santa Rosa (within City limits)

- Corby/Hearn
- Downtown
- Roseland
- South Park
- West 9<sup>th</sup>
- West Steele Lane

Santa Rosa (outside City limits): \_\_\_\_\_

Other City/Town(s) in Sonoma County: \_\_\_\_\_

School Districts: \_\_\_\_\_

*Please check the box(s) which identify the Target Population(s) served through the agency's program:*

- At-Risk Youth       Impacted       High-Risk Youth       Intentional

**Please provide a brief synopsis of the scope of service(s) (may attach one additional page if needed):**

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**PRIMARY REPRESENTATIVE TO OPERATIONAL TEAM**

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

Address: \_\_\_\_\_

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

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**ALTERNATE REPRESENTATIVE TO OPERATIONAL TEAM**

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

Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_

I certify that the information provided to the City of Santa Rosa's Violence Prevention Partnership herein is accurate and that the Agency has fingerprinted and conducted necessary background checks for all authorized Operational Team applicants and representatives and the identified representatives have no felonies within the last three (3) years.

Authorized Signatory Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**GUIDE TO FILLING OUT MOU APPLICATION**

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**CONTACT INFORMATION (MOU AUTHORIZED SIGNATORY)**

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**Agency Name:** self-explanatory

**Authorized Signatory Name:** This is the person who has the authority to sign legal documents for this agency.

**Title:** Please note the title of this person, e. g., Executive Director, CEO, etc. – CA Welfare and Institutions Code 830.1 requires that participants be “qualified to provide a broad range of services related to the problems of juvenile crime and street crime”.

**Mailing Address:** Please list the mailing address for the agency.

**E-mail Address:** We would like to have this information, as we occasionally need to contact you regarding staff representation at the Operational Team meetings, etc.

**Office Phone:** self-explanatory

**Cell Phone #:** We appreciate you listing an additional phone # at which we can contact you, in the event some important issue arises and we are unable to reach the representative at the office.

**Agency Type:** Please select the agency type, as it’s registered with the State of California – Office of the Secretary of State.

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**MEMBER RESOURCE INFORMATION**

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Please check the box that tells us which eligible service area(s) the agency provides from the list provided.

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**SCOPE OF SERVICES**

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1. Identify the name of the program for which the agency is seeking to apply.
  2. Please check the box:
    - a. For the geographic region(s) in which the agency provide services
    - b. Target Population served through the agency’s program (see attached for definitions)
  3. Briefly describe the services the agency provides and include the following (may attach one additional page if needed):
    - a. Ages of customers
    - b. Types of programs and activities offered by this program that are specific and relevant to the identified age range, target population, and selected eligible service areas.
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**PRIMARY REPRESENTATIVE TO OPERATIONAL TEAM**

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List the Primary and Alternate Representatives that will represent the agency at the Operational Team meetings.

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**AUTHORIZED OPERATIONAL TEAM MEMBERS**

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Please list the Primary and Alternate Representatives, whom the agency has designated to represent the agency at the Operational Team meetings.

**OPERATIONAL TEAM MEMBERSHIP CRITERIA**

- Must be living a gang free lifestyle. Not in a gang or associated with a gang.
- Must not be currently facing charges of a felony offense while participating in Operational Team meetings.
- Cannot be on Parole or Probation while participating in Operational Team meetings.
- Agency must self-monitor own employees to see they meet criteria.
- All Operational Team participants may be subjected to background check and finger printing. (City of Santa Rosa reserves the right to do random spot checks)
- Turn in background check receipts from FBI/State along with MOU Application Form. (Receipts submitted must be within the last 2 years)

**The City of Santa Rosa will review the application annually to confirm qualification, subject to the approval of the Steering Committee of the Santa Rosa Violence Prevention Partnership. Failure to adhere to the Operational team membership criteria will deny participation.**

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**BACKGROUND VERIFICATION FORM**

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**Background Verification**

Due to the sensitive nature of information that is shared at the Partnership passed a background investigation and have been cleared of the following:

- Have no felonies within the last three (3) years
- No sexual offenses
- No outstanding warrants
- No pending criminal charges
- Not currently on probation or parole

I certify that the information provided to the City herein is accurate and that the Agency has fingerprinted and conducted background checks on all authorized Operational Team representatives.

Proposed Operational Team representatives: (names are the same as listed on MOU Application)

1. \_\_\_\_\_
2. \_\_\_\_\_

Authorized Signatory Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## ELIGIBLE SERVICE AREAS

- **Life Skills/Cognitive Development**

Programs focus on internal thinking and attitudes as they relate to external personal/social attributes and behaviors. Program will teach new ways of thinking and new personal/social skills that can lead to changes in participants' behavior and actions, and ultimately affect their risk behavior. Programs use a combination of approaches to increase a youth's awareness of self and others. This awareness is coupled with the teaching of social/life skills to assist the youth with intrapersonal and interpersonal problems. These specific types of intervention programs assist the targeted youth in **restructuring** the thought process and teach **cognitive and life skills** to assist in decision-making, problem solving, anger management and effective communication.

- **Family-Based Services**

Parents are a critical factor in the social and emotional development of children. Numerous studies have produced findings that indicate parental behavior can either increase or decrease an adolescent's risk for delinquency and other problem behaviors. Research indicates that supportive parent-child relationships, positive discipline methods, close monitoring and supervision, parental advocacy for their children, and parental pursuit of needed information and support consistently buffer youth against problem behaviors. Funded programs will reinforce parenting skills to improve youth's behavior, educate parents and youth about the dangers of gangs, discourage youth from joining gangs, educate parents about the signs of gang involvement, and provide parents with the resources that will help them prevent or eliminate the early signs of gang activities in their homes and neighborhoods.

- **Outreach, Intervention, and Mediation**

The services required in this category are in alignment with the OJJDP Comprehensive Gang Model and work in a cooperative relationship with other agencies, including Probation, law enforcement, social services, and schools. Outreach occurs primarily in high-need neighborhoods and at the street and home level. Outreach workers serve gang affiliated youth within a targeted community. These youth may have a history of being difficult to serve and/or engage through mainstream institutions. They may also come from areas of the community with significant levels of community and family disruption and disorganization. These specifically targeted youth are likely to be involved with criminal justice agencies such as courts, probation/parole, and law enforcement. Examples of services include: short or long term crisis response; exposure to social, recreational, cultural, or community service intervention activities; and intervention or mediation with youth altercations.

## DEFINITIONS OF TARGET POPULATIONS

The CHOICE grant program uses common definitions for youth and parent participants. The following categories are designed to help describe services delivered to participants residing in high-need, hot spot areas throughout Santa Rosa, as defined by the 2015 Community Safety Scorecard. Youth and families residing in these areas have a higher tendency to be exposed to incidents of trauma based on the higher density of crime, coupled with lower levels of protective resiliency factors. Visit [www.srcity.org/ThePartnership](http://www.srcity.org/ThePartnership) for more information about the 2016 Community Safety Scorecard. The definitions below are not intended as “labels” or exclusionary definitions.

The Partnership and CHOICE grant program target population is defined as:

- Youth ages 0 to 24
  - At-Risk
  - High-Risk
  - Impacted
  - Intentional
- Parents of youth identified above

Definitions of Target Population:

**At-Risk:** This category may be distinguished from other at-risk youth in that they are residing in a high-risk community (Hot Spot areas, low socio-economic areas) and have some of the following gang risk characteristics:

- Has a high potential to exhibit medium-risk to high-risk gang behaviors.
- Has not had any personal contact with juvenile justice system.
- Exhibits early signs of school-related academic, attendance and/or behavior problems.
- Has periodic family crises and/or is a child welfare case.
- Is low-income and/or lives in overcrowded living conditions.
- Knows some neighborhood gang members, but does not associate with them.
- Is beginning to experiment with drug/alcohol use.

**High-Risk:** This category may be distinguished from the “at-risk” population based on the additional characteristics and level of intensity of the following:

- Admires aspects of gang lifestyle characteristics.
- Views gang member as "living an adventure."
- Lives in gang “turf” area where the gang presence is visible.
- Has experienced or participated in gang intimidation type of behaviors or has witnessed violent gang acts.
- Feels unsafe being alone in neighborhood.
- Has a family member(s) who have lived or are living a juvenile delinquent, criminal and/or gang lifestyle.
- Has had several contacts with the juvenile justice system and law enforcement.
- Does not see the future as providing for him/her; has a perspective of "you have to take what you can get."
- Casually and occasionally associates with youth exhibiting gang characteristics.
- Has a high rate of school absences, and experiences school failure and disciplinary problems.
- Uses free time after school to "hang out" and does not participate in sports, hobbies or work.
- Is suspicious and hostile toward others who are not in his/her close circle of friends.
- Does not value other people's property.
- Believes and follows his/her own code of conduct, not the rules of society.
- Only follows advice of friends; does not trust anyone other than friends.
- Uses alcohol and illegal drugs.
- Has had numerous fights and sees violence as a primary way to settle disagreements and maintain respect.
- May have been placed in an alternative home or living arrangement for a period.

- Does not have personal goals/desires that take precedence over gang impacted youth groups.

**Impacted:** This category may be distinguished from the youth exhibiting high-risk behaviors related to gang lifestyles.

- Have had several contacts with the juvenile justice system and law enforcement. Has spent time in juvenile hall. Has had a probation officer and/or may have participated in delinquency diversion program.
- Has had numerous fights, and views violence as a primary way to intimidate, settle disagreements and maintain respect.
- May claim a turf or group identity with gang characteristics, but still values independence from gang membership.
- Personally knows and hangs out with identified gang members.
- Considers many gang-related activities socially acceptable.
- Feels he/she has a lot in common with gang characteristics.
- Views gang involvement as an alternative source for power, money and prestige.
- Wears gang style clothing and/or gang colors/symbols.
- Promotes the use of gang cultural expressions and terminology.
- Identifies with a gang-related affiliation and/or turf, but has not officially joined a gang. Is ready to join a gang.
- Does not seek employment and regards “underground economy” as a viable option.
- May have gang-related tattoos.
- Has drawing of gang insignia or symbols on notebook/book covers, other personal items.

**Intentional:** This category is distinguished from all other categories in that youth must be identified and/or arrested for gang related incidents or acts of gang violence through the justice system (Police, DA, Probation, etc.)

- May have been identified or certified as a gang member by law enforcement agencies.
- Associates almost exclusively with gang members to the exclusion of family and former friends.
- Views intimidation and physical violence as the way to increase personal power, prestige and rank in a gang. He/she is active in "gang banging."
- Regularly uses/abuses alcohol and other drugs.
- Self identifies as a gang member.
- Has spent time in juvenile hall, juvenile camp or a California Department of Corrections and Rehabilitation Division of Juvenile Justice facility (formerly the California Youth Authority).
- Regularly deals with gang rivals and allied gang business.
- Has gang-related tattoos.
- Identifies specific individuals or groups as enemies.
- Is engaged in the gang lifestyle.
- Rejects anyone or any value system, other than that of the gang.
- Believes that the gang, its members, and/or his/her family live for or will die for the gang.
- Has fully submerged his/her personal goals and identity in the collective identity and goals of the gang.
- Has adopted and/or earned gang status within the gang system

## **Attachment A**

### *Welfare and Institutions Code section 827*

*(a) (1) Except as provided in Section 828, a case file may be inspected only by the following:*

*(A) Court personnel.*

*(B) The district attorney, a city attorney, or city prosecutor authorized to prosecute criminal or juvenile cases under state law.*

*(C) The minor who is the subject of the proceeding.*

*(D) The minor's parents or guardian.*

*(E) The attorneys for the parties, judges, referees, other hearing officers, probation officers, and law enforcement officers who are actively participating in criminal or juvenile proceedings involving the minor.*

*(F) The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action.*

*(G) The superintendent or designee of the school district where the minor is enrolled or attending school.*

*(H) Members of the child protective agencies as defined in Section 11165.9 of the Penal Code.*

*(I) The State Department of Social Services, to carry out its duties pursuant to Division 9 (commencing with Section 10000), and Part 5 (commencing with Section 7900) of Division 12, of the Family Code to oversee and monitor county child welfare agencies, children in foster care or receiving foster care assistance, and out-of-state placements, Section 10850.4, and paragraph (2).*

*(J) Authorized legal staff or special investigators who are peace officers who are employed by, or who are authorized representatives of, the State Department of Social Services, as necessary to the performance of their duties to inspect, license, and investigate community care facilities, and to ensure that the standards of care and services provided in those facilities are adequate and appropriate and to ascertain compliance with the rules and regulations to which the facilities are subject. The confidential information shall remain confidential except for purposes of inspection, licensing, or investigation pursuant to Chapter 3 (commencing with Section 1500) and Chapter 3.4 (commencing with Section 1596.70) of Division 2 of the Health and Safety Code, or a criminal, civil, or administrative proceeding in relation thereto. The confidential information may be used by the State Department of Social Services in a criminal, civil, or administrative proceeding. The confidential information shall be available only to the judge or hearing officer and to the parties to the case. Names that are confidential shall be listed in attachments separate to the general pleadings. The confidential information shall be sealed after the conclusion of the criminal, civil, or administrative hearings, and may not subsequently be released except in accordance with this subdivision. If the confidential information does not result in a criminal, civil, or administrative proceeding, it shall be sealed after the State Department of Social Services decides that no further action will be taken in the matter of suspected licensing violations. Except as otherwise provided in this subdivision, confidential information in the possession of the State Department of Social Services may not contain the name of the minor.*

*(K) Members of children's multidisciplinary teams, persons, or agencies providing treatment or supervision of the minor.*

*(L) A judge, commissioner, or other hearing officer assigned to a family law case with issues concerning custody or visitation, or both, involving the minor, and the following persons, if actively participating in the family law case: a family court mediator assigned to a case involving the minor pursuant to Article 1 (commencing with Section 3160) of Chapter 11 of Part 2 of Division 8 of the Family Code, a court-appointed evaluator or a person conducting a court-connected child custody evaluation, investigation, or assessment pursuant to Section 3111 or 3118 of the Family Code, and counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family Code. Prior to allowing counsel appointed for the minor in the family law case to inspect the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the minor's counsel.*

*(M) A court-appointed investigator who is actively participating in a guardianship case involving a minor pursuant to Part 2 (commencing with Section 1500) of Division 4 of the Probate Code and acting within the scope of his or her duties in that case.*

*(N) A local child support agency for the purpose of establishing paternity and establishing and enforcing child support orders.*

*(O) Juvenile justice commissions as established under Section 225. The confidentiality provisions of Section 10850 shall apply to a juvenile justice commission and its members.*

*(P) Any other person who may be designated by court order of the judge of the juvenile court upon filing a petition.*

*(2) (A) Notwithstanding any other law and subject to subparagraph (A) of paragraph (3), juvenile case files, except those relating to matters within the jurisdiction of the court pursuant to Section 601 or 602, that pertain to a deceased child who was within the jurisdiction of the juvenile court pursuant to Section 300, shall be released to the public pursuant to an order by the juvenile court after a petition has been filed and interested parties have been afforded an opportunity to file an objection. Any information relating to another child or which could identify another child, except for information about the deceased, shall be redacted from the juvenile case file prior to release, unless a specific order is made by the juvenile court to the contrary. Except as provided in this paragraph, the presiding judge of the juvenile court may issue an order prohibiting or limiting access to the juvenile case file, or any portion thereof, of a deceased child only upon a showing by a preponderance of evidence that release of the juvenile case file or any portion thereof is detrimental to the safety, protection, or physical or emotional well-being of another child who is directly or indirectly connected to the juvenile case that is the subject of the petition.*

*(B) This paragraph represents a presumption in favor of the release of documents when a child is deceased unless the statutory reasons for confidentiality are shown to exist.*

*(C) If a child whose records are sought has died, and documents are sought pursuant to this paragraph, no weighing or balancing of the interests of those other than a child is permitted.*

*(D) A petition filed under this paragraph shall be served on interested parties by the petitioner, if the petitioner is in possession of their identity and address, and on the custodian of records. Upon receiving a petition, the custodian of records shall serve a copy of the request upon all interested parties that have not been served by the petitioner or on the interested parties served by the petitioner if the custodian of records possesses information, such as a more recent address, indicating that the service by the petitioner may have been ineffective.*

*(E) The custodian of records shall serve the petition within 10 calendar days of receipt. If any interested party, including the custodian of records, objects to the petition, the party shall file and serve the objection on the petitioning party no later than 15 calendar days of service of the petition.*

*(F) The petitioning party shall have 10 calendar days to file any reply. The juvenile court shall set the matter for hearing no more than 60 calendar days from the date the petition is served on the custodian of records. The court shall render its decision within 30 days of the hearing. The matter shall be decided solely upon the basis of the petition and supporting exhibits and declarations, if any, the objection and any supporting exhibits or declarations, if any, and the reply and any supporting declarations or exhibits thereto, and argument at hearing. The court may solely upon its own motion order the appearance of witnesses. If no objection is filed to the petition, the court shall review the petition and issue its decision within 10 calendar days of the final day for filing the objection. Any order of the court shall be immediately reviewable by petition to the appellate court for the issuance of an extraordinary writ.*

*(3) Access to juvenile case files pertaining to matters within the jurisdiction of the juvenile court pursuant to Section 300 shall be limited as follows:*

*(A) If a juvenile case file, or any portion thereof, is privileged or confidential pursuant to any other state law or federal law or regulation, the requirements of that state law or federal law or regulation prohibiting or limiting release of the juvenile case file or any portions thereof shall prevail. Unless a person is listed in subparagraphs (A) to (O), inclusive, of paragraph (1) and is entitled to access under the other state law or federal law or regulation without a court order, all those seeking access, pursuant to other authorization, to portions of, or information relating to the contents of, juvenile case files protected under another state law or federal law or regulation, shall petition the juvenile court. The juvenile court may only release the portion of, or information relating to the contents of, juvenile case files protected by another state law or federal law or regulation if disclosure is not detrimental to the safety, protection, or physical or emotional well-being of a child who is directly or indirectly connected to the juvenile case that is the subject of the petition. This paragraph shall not be construed to limit the ability of the juvenile court to carry out its duties in conducting juvenile court proceedings.*

*(B) Prior to the release of the juvenile case file or any portion thereof, the court shall afford due process, including a notice of and an opportunity to file an objection to the release of the record or report to all interested parties.*

*(4) A juvenile case file, any portion thereof, and information relating to the content of the juvenile case file, may not be disseminated by the receiving agencies to any persons or agencies, other than those persons or agencies authorized to receive documents pursuant to this section. Further, a juvenile case file, any portion thereof, and information relating to the content of the juvenile case file, may not be made as an attachment to any other documents without the prior approval of the presiding judge of the juvenile court, unless it is used in connection with and in the course of a criminal investigation or a proceeding brought to declare a person a dependent child or ward of the juvenile court.*

*(5) Individuals listed in subparagraphs (A), (B), (C), (D), (E), (F), (H), and (I) of paragraph (1) may also receive copies of the case file. In these circumstances, the requirements of paragraph (4) shall continue to apply to the information received.*

*(b) (1) While the Legislature reaffirms its belief that juvenile court records, in general, should be confidential, it is the intent of the Legislature in enacting this subdivision to provide for a limited exception to juvenile court record confidentiality to promote more effective communication among juvenile courts, family courts, law enforcement agencies, and schools to ensure the rehabilitation of juvenile criminal offenders as well as to lessen the potential for drug use, violence, other forms of delinquency, and child abuse.*

*(2) Notwithstanding subdivision (a), written notice that a minor enrolled in a public school, kindergarten to grade 12, inclusive, has been found by a court of competent jurisdiction to have committed any felony or any misdemeanor involving curfew, gambling, alcohol, drugs, tobacco products, carrying of weapons, a sex offense listed in Section 290 of the Penal Code, assault or battery, larceny, vandalism, or graffiti shall be provided by the court, within seven days, to the superintendent of the school district of attendance. Written notice shall include only the offense found to have been committed by the minor and the disposition of the minor's case. This notice shall be expeditiously transmitted by the district superintendent to the principal at the school of attendance. The principal shall expeditiously disseminate the information to those counselors directly supervising or reporting on the behavior or progress of the minor. In addition, the principal shall disseminate the information to any teacher or administrator directly supervising or reporting on the behavior or progress of the minor whom the principal believes needs the information to work with the pupil in an appropriate fashion, to avoid being needlessly vulnerable or to protect other persons from needless vulnerability.*

*Any information received by a teacher, counselor, or administrator under this subdivision shall be received in confidence for the limited purpose of rehabilitating the minor and protecting students and staff, and shall not be further disseminated by the teacher, counselor, or administrator, except insofar as communication with the juvenile, his or her parents or guardians, law enforcement personnel, and the juvenile's probation officer is necessary to effectuate the juvenile's rehabilitation or to protect students and staff.*

*An intentional violation of the confidentiality provisions of this paragraph is a misdemeanor punishable by a fine not to exceed five hundred dollars (\$500).*

*(3) If a minor is removed from public school as a result of the court's finding described in subdivision (b), the superintendent shall maintain the information in a confidential file and shall defer transmittal of the information received from the court until the minor is returned to public school. If the minor is returned to a school district other than the one from which the minor came, the parole or probation officer having jurisdiction over the minor shall so notify the superintendent of the last district of attendance, who shall transmit the notice received from the court to the superintendent of the new district of attendance.*

*(c) Each probation report filed with the court concerning a minor whose record is subject to dissemination pursuant to subdivision (b) shall include on the face sheet the school at which the minor is currently enrolled. The county superintendent shall provide the court with a listing of all of the schools within each school district, within the county, along with the name and mailing address of each district superintendent.*

*(d) (1) Each notice sent by the court pursuant to subdivision (b) shall be stamped with the instruction: "Unlawful Dissemination Of This Information Is A Misdemeanor." Any information received from the court shall be kept in a separate confidential file at the school of attendance and shall be transferred to the minor's subsequent schools of attendance and maintained until the minor graduates from high school, is released from juvenile court jurisdiction, or reaches the age of 18 years, whichever occurs first. After that time the confidential record shall be destroyed. At any time after the date by which a record required to be destroyed by this section should have been destroyed, the minor or his or her parent or guardian shall have the right to make a written request to the principal of the school that the minor's school records be reviewed to ensure that the record has been destroyed. Upon completion of any requested review and no later than 30 days after the request for the review was received, the principal or his or her designee shall respond in writing to the written request and either shall confirm that the record has been destroyed or, if the record has not been destroyed, shall explain why destruction has not yet occurred.*

(2) Except as provided in paragraph (2) of subdivision (b), no liability shall attach to any person who transmits or fails to transmit any notice or information required under subdivision (b).

(e) For purposes of this section, a "juvenile case file" means a petition filed in any juvenile court proceeding, reports of the probation officer, and all other documents filed in that case or made available to the probation officer in making his or her report, or to the judge, referee, or other hearing officer, and thereafter retained by the probation officer, judge, referee, or other hearing officer.

(f) The persons described in subparagraphs (A), (E), (F), (H), (K), (L), (M), and (N) of paragraph (1) of subdivision (a) include persons serving in a similar capacity for an Indian tribe, reservation, or tribal court when the case file involves a child who is a member of, or who is eligible for membership in, that tribe.

*Welfare and Institutions Code section 830.1:*

*Notwithstanding any other provision of law, members of a juvenile justice multidisciplinary team engaged in the prevention, identification, and control of crime, including, but not limited to, criminal street gang activity, may disclose and exchange nonprivileged information and writings to and with one another relating to any incidents of juvenile crime, including criminal street gang activity, that may also be part of a juvenile court record or otherwise designated as confidential under state law if the member of the team having that information or writing reasonably believes it is generally relevant to the prevention, identification, or control of juvenile crime or criminal street gang activity. Every member of a juvenile justice multidisciplinary team who receives such information or writings shall be under the same privacy and confidentiality obligations and subject to the same penalties for violating those obligations as the person disclosing or providing the information or writings. The information obtained shall be maintained in a manner which ensures the protection of confidentiality.*

*As used in this section, "nonprivileged information" means any information not subject to a privilege pursuant to Division 8 (commencing with Section 900) of the Evidence Code.*

*As used in this section, "criminal street gang" has the same meaning as defined in Section 186.22 of the Penal Code.*

*As used in this section, "multidisciplinary team" means any team of three or more persons, the members of which are trained in the prevention, identification, and control of juvenile crime, including, but not limited to, criminal street gang activity, and are qualified to provide a broad range of services related to the problems posed by juvenile crime and criminal street gangs. The team may include, but is not limited to:*

*(a) Police officers or other law enforcement agents.*

*(b) Prosecutors.*

*(c) Probation officers.*

*(d) School district personnel with experience or training in juvenile crime or criminal street gang control.*

*(e) Counseling personnel with experience or training in juvenile crime or criminal street gang control.*

*(f) State, county, city, or special district recreation specialists with experience or training in juvenile crime or criminal street gang control.*

*(Cal. Welf. & Inst. Code § 830.1.)*

## **Attachment B**

### **SUPERIOR COURT OF CALIFORNIA, COUNTY OF SONOMA IN AND FOR THE COUNTY OF SONOMA - JUVENILE DIVISION STANDING ORDER ISSUED DECEMBER 2015**

#### ***CITY OF SANTA ROSA GANG PREVENTION STRATEGY***

The purpose of this order is to facilitate the provision of services to minors who have had contact with the Sonoma County Juvenile Probation Department, or are or have been wards or dependents of the court, by authorizing the Sonoma County Juvenile Probation Department to disclose to members of the Multi-Disciplinary Assessment & Referral Team (MDART), and for the members of the MDART to exchange amongst themselves, the following information: juvenile case file information as defined by Welfare and Institutions Code section 827, including privileged information such as mental health, education and substance abuse records made part of the juvenile case file.

The Court finds that the exchange of information will assist the MDART in formulating treatment plans for minors to prevent those minors from becoming involved in gang activity. For purposes of this order, "exchange" of information includes providing copies of the juvenile case file information.

The Court hereby finds that the best interest and needs of the children participating in the City of Santa Rosa Gang Prevention Strategy program outweighs the need for confidentiality, and therefore this order is consistent with Welfare and Institutions Code section 827. The Court further deems the MDART to be a multidisciplinary team pursuant to Welfare and Institution Code sections 827(k), 18986.40 and 18986.46.

#### **IT IS SO ORDERED AS FOLLOWS:**

The Sonoma County Juvenile Probation Department may exchange information in its possession which is confidential by virtue of Welfare and Institutions Code section 827 regarding minors who have had contact with the Sonoma County Juvenile Probation Department, or are or have been wards or dependents of the court, with members of the children's *Gang Prevention Strategy* multidisciplinary team, known as the Multidisciplinary Assessment & Referral Team (MDART) and the MDART members may exchange this information amongst themselves, under the following conditions:

1. The information is relevant to the treatment and services available to the minor through the program and is limited to information necessary to formulate a client's plan and to deliver services.

2. The Probation Department designee and the multi-disciplinary team leads (the assigned MDART case manager) will determine what information is relevant to the treatment and services available to the minor through the program and will limit further dissemination of the information amongst the MDART members to only that which meets these requirements.
3. The minor's parent(s) or guardian(s), and the minor to the extent applicable, have signed the Program Consent Form, including the Authorization for Release of Information and Records.
4. The Sonoma County Juvenile Probation Department shall not disclose the name(s) of any other minor(s) mentioned in the juvenile case file without a court order.
5. The head of each agency that is a member of the multidisciplinary team (MDART) shall sign a Memorandum of Understanding agreeing to maintain all information obtained pursuant to this order confidential and destroy any and all documents obtained pursuant to this order upon a minor's termination or graduation from the *Gang Prevention Strategy* program.
6. Each individual member of the MDART team shall sign an acknowledgment that they will be bound by this Standing Order and the MOU.
7. Pursuant to Welfare and Institution Code section 827(a)(4), members of the multidisciplinary team (MDART) shall not publish, disseminate or otherwise disclose any identifying or confidential information pertaining to any minors who have had contact with the Sonoma County Juvenile Probation Department, or are or have been wards or dependents of the court, except as provided herein.

**DATED:** December 2015

Virginia Marcoida, Superior Court Judge  
Presiding Judge of the Superior Juvenile Court

**Memorandum of Understanding Between  
City of Santa Rosa and Santa Rosa City Schools**

This Memorandum of Understanding (“MOU”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2024 (the “Effective Date”) by the City of Santa Rosa, a California chartered municipal corporation and (“City”) and Santa Rosa City Schools, a local school district (“SRCS”).

**RECITALS**

**A.** The Guiding People Successfully Program (“GPS Program”) provides a coordinated approach to identifying youth who are at risk of gang involvement.

City and SRCS desire to delineate roles and responsibilities of City and SRCS with regards to the GPS Program.

Now, therefore, City and SRCS agree as follows:

**MEMORANDUM OF UNDERSTANDING**

**1. Scope of Services.**

SRCS and City agree to provide to the services and cooperate (“Services”) as described in Exhibit A - Scope of Services.

**2. Term; Termination.**

**A. Term.** The Term of this MOU is from the Effective Date to September 30, 2026.

**B. Termination.** Either party has the right to terminate this MOU at any time by giving thirty (30) days advance written notice of termination to the other party. If City gives notice of termination, SRCS will immediately cease providing Services under the MOU.

**3. MOU Administrator**

This MOU is administered by Danielle Garduno, 707-543-4696, [DGarduno@srcity.org](mailto:DGarduno@srcity.org) or his/her designee as City’s representative and by Anna Trunnell, Superintendent, or her designee as SRCS’s representative.

**4. Compensation.**

**Not-to-Exceed Amount.** Notwithstanding any other provision in this MOU to the contrary, the total maximum compensation to be paid to SRCS for Services shall in no event exceed the sum of zero dollars (\$ 0.00 ).

**5. Indemnification.**

**A.** SRCS shall, to the fullest extent permitted by law, indemnify, protect, defend and hold harmless City, and its employees, officials and agents (“Indemnified Parties”)

from all claims, demands, costs or liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, interest, defense costs, and expert witness fees), that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of SRCS, its officers, employees, or agents, in said performance of professional services under this MOU, excepting only liability arising from the sole negligence, active negligence or intentional misconduct of City.

- B.** The existence or acceptance by City of any of the insurance policies or coverages described in this MOU shall not affect or limit any of City's rights under this Section, nor shall the limits of such insurance limit the liability of SRCS hereunder. The provisions of this Section survive any expiration or termination of this MOU.

**6. Insurance Requirements.**

- A.** SRCS shall maintain in full force and effect, all of the insurance coverage described in, and in accordance with, Attachment One, "Insurance Requirements", which is attached hereto and hereby incorporated herein by this reference. Maintenance of the insurance coverages as set forth in Attachment One is a material element of this MOU and a material part of the consideration provided by SRCS in exchange for the City's agreement to make the payments prescribed hereunder. Failure by SRCS to (i) maintain or renew coverage, (ii) provide the City notice of any changes, modifications, or reductions in coverage, or (iii) provide evidence of renewal, may be treated by the City as a material breach of this MOU by SRCS, whereupon the City shall be entitled to all rights and remedies at law and in equity, including but not limited to the immediate termination of this MOU. Notwithstanding the foregoing, SRCS may provide evidence of self-insurance to the City prior to the commencement of any services under this MOU that meets the requirements of Attachment One (Insurance Requirements). In addition, any failure by SRCS to maintain required insurance coverage shall not excuse or alleviate SRCS from any of its other duties or obligations under this MOU.

**7. Notice.**

- A.** Any notice, submittal or communication required or permitted to be served on a party shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Either City or SRCS may from time to time designate an alternate person or office for service in a written notice given to the other. Notices shall be deemed sufficiently served five (5) days after the date of mailing by certified or registered mail, one (1) day after mailing by overnight courier, or upon personal delivery. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

To SRCS:      Attn: Anna Trunnell  
                    211 Ridgway Avenue  
                    Santa Rosa, CA 95401  
                    Telephone: (707) 890-3800 x80101  
                    Email: [atrunnell@srcs.k12.ca.us](mailto:atrunnell@srcs.k12.ca.us)

To CITY:           Attn: Danielle Garduno  
                          City of Santa Rosa  
                          Violence Prevention Partnership  
                          100 Santa Rosa Ave, Suite 6  
                          Santa Rosa, CA 95404  
                          Telephone: (707) 543-4696  
                          Email: [DGarduno@srcity.org](mailto:DGarduno@srcity.org)

**8. Additional Requirements**

- A. Order of Precedence.** In the event of any conflict or inconsistency between this MOU and the attached Exhibits, the parties agree that this MOU controls. The parties agree that any provision contained in Exhibit A or in any proposal or invoice that adds to, varies or conflicts with the terms of this MOU is void.
- B. Amendments.** Changes to the MOU may be authorized only by written amendment to this MOU, signed by both Parties.
- C. Compliance with Law.** Parties shall comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the Services provided under this MOU.
- D. Assignment and Delegation.** Parties shall not assign, delegate, sublet, or transfer any interest in, or duty under, this MOU without the prior written consent of the other Party.
- E. Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this MOU will survive its completion or termination for any reason.
- F. No Waiver of Breach.** The waiver of any breach of any term or promise contained in this MOU shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this MOU.
- G. Severability.** If a court of competent jurisdiction finds or rules that any provision of this MOU is invalid, void or unenforceable, the provisions of this MOU not so adjudged will remain in full force and effect.
- H. No Third-Party Beneficiaries.** Nothing contained in this MOU shall be construed to create and the Parties do not intend to create any rights in third parties.
- I. No Joint Venture.** The parties do not intend by this MOU to establish or create a partnership, joint venture, joint enterprise, or any business relationship.
- J. Interpretation.** All Recitals set forth above are fully incorporated into this MOU. The captions in this MOU are for convenience only and are not a part of this MOU. The captions do not in any way limit or amplify the provisions hereof and shall have no effect upon the construction or interpretation of any part hereof.

**K. Counterparts.** This MOU may be executed in multiple counterparts, each of which shall be an original and all of which together shall constitute one MOU.

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

CITY: CITY OF SANTA ROSA,  
a municipal corporation

By: \_\_\_\_\_  
Maraskeshia Smith, City Manager

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

APPROVED AS TO FORM FOR CITY OF SANTA ROSA:

By: \_\_\_\_\_  
Office of the City Attorney

SRCS: SANTA ROSA CITY SCHOOLS  
a Local School District

By: \_\_\_\_\_  
Anna Trunnell, Superintendent

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

Attachments: Attachment One – Insurance Requirements  
Exhibit A - Scope of Services

**EXHIBIT A**  
**Scope of Services**

**I. PROGRAM OVERVIEW**

The Guiding People Successfully Program (“GPS Program”) provides a coordinated approach to identifying youth who are at risk of gang involvement, assessing the needs of the youth to service strategies designed to provide opportunities and alternatives to the gang lifestyle. The core elements of the GPS program are (1) centralized intake (2) preliminary identification of risk and protective factors; (3) referrals to community-based organizations who provide a variety of interventions and services; and (4) case management through a monthly meeting of the Operational Team.

The Wraparound Coordinator is responsible for coordination and implementation of GPS and outcomes tracking. The Coordinator also manages the Referral System by processing referrals, and completing all assessments assignments to community based organizations.

**II. ROLES AND RESPONSIBILITIES**

**A. Santa Rosa City Schools agrees to:**

1. Refer clients to GPS.
2. Collaborate with the City to address barriers to client engagement and service delivery.
3. Provide access to client documents and other resources as needed to support service delivery.

**B. City shall:**

1. Provide the GPS program to youth referred by school staff.
2. Work to ensure broad participation in Operational Team meetings.
3. Keep and maintain full and complete documentation and accounting records concerning all cost covered under this MOU. City shall make such documents and records available to SRCS for inspection at any reasonable time. City shall maintain such records for a period of five (5) years following completion of work herein.
4. Collaborate with the assigned District and school staff needed in order to address barriers to client engagement and service delivery.



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 \_\_Springboard Collaborative\_\_, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

[ ] Independent Contractor/Business/Organization\* [ ] Professional Services\*\* [X] Partnership\*\*\*

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-2600-0-1157-1000-5800/5100-118-ELOP

Funding Category: [ ] Base [ ] Supplemental [ ] Concentration
[ ] Restricted: \_\_\_\_\_ [X] Other: \_\_ELOP funds\_\_\_\_\_

For Billing (if applicable): [ ] Bill to: \_\_\_\_\_ Billing frequency: \_\_\_\_\_

Contract is: [ ] New [X] Renewal [ ] Addendum [ ] Amendment

Number of Individuals Served: \_\_\_\_\_

Approved at Site by\*: \_\_\_\_\_ Date: \_\_\_\_\_

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: \_\_\_\_\_

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: \_Michael J. Reimer, Ed.D., Ed. Services\_\_\_\_\_ Phone #: \_(707) 899-6112\_\_\_\_\_

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: \_5/1/2024\_\_\_\_\_ Proposed Contract End Date: \_8/1/2024\_\_\_\_\_

Requisition #: \_\_\_\_\_

BUSINESS SERVICES USE ONLY

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

Funding Source /Funding Category verified: [ ] YES [ ] NO Board Approval Date: \_\_\_\_\_

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_

Fiscal Services Authorizer

LAST REVISED ON 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district's most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and share applicant information with the CONTRACTOR. The CONTRACTOR agrees to the following data privacy provisions:
  - The CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2024 program together with SRCS only;
  - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
  - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; [mreimer@srcs.k12.ca.us](mailto:mreimer@srcs.k12.ca.us)) immediately upon learning of any possible data breach.
  - The CONTRACTOR will destroy and delete all shared applicant data at the end of summer programming (including hard and any electronic copies).
- SRCS will hire and identify teachers (approximate 20:1 teacher to student ratio) and staff members. Teachers will take and record daily assessments and reading assessment data as part of their work.
- SRCS teachers and staff members will attend professional development sessions, lead family engagement activities, and prepare and deliver lessons for students, as determined by the district's Expanded Learning Opportunities Program Department.

(b) CONTRACTOR's Responsibilities and Duties:

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

Key program components include a research-based, standards-aligned early literacy curriculum for TK-4 students, family partnership activities to support children's reading and home, daily half-day sessions for students, and targeted professional development for educators.

Springboard will fully support the program, working with both permanent and seasonal staff, supporting school leaders and staff, facilitating targeted professional development for educators and leaders, and ongoing project management support from Springboard staff to ensure educators have the resources and support they need to effectively grow student learning.

Springboard staff will provide professional development and coaching before and during programming. Upon completion of the program, SRCS will receive Impact Reports reflecting progress towards goals, student attendance, and family participation. Springboard will also share all the raw program data with SRCS through secure file transfer upon conclusion of data clean up. All student and family curriculum are available digitally and include slides and teacher scripts.

Program Resources

Springboard provides resources and structures at the start of the program to build family buy-in and lay the foundation for a strong partnership. Teachers will lead team-building huddles, including goal setting which are quantifiable, individualized and achievable during the duration of the program. SRSC will determine whether

team building huddles take place in person or virtually; Springboard provides family workshops structures, content and resources (translated) to lead workshops that train families to be effective at-home literacy coaches. Springboard provides E-books and interactive lessons. All participants receive a Raz Plus subscription specific to Springboard programming which support lessons and provide access to thousands of texts. Raz supports reading practice time both during program with teachers and at-home independently and with families. Springboard distributes educational incentives including school supplies, backpacks and tablets during a capstone celebration at the end of the program.

#### Data Portal & Family App

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

#### Student Instruction Curricula & Resources

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

#### Assessment & Impact Data

Springboard provides professional development and support for DIBELS reading assessments including how to use assessment data to drive instruction and at-home support. Partners receive a site-level and district-level impact report that includes data related to registrations, attendance, family workshop participation, incentives earned, student reading goals met, and pre- and post-program analysis of assessment data. SRCS will also conduct a participant feedback survey and provide results if requested.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on April 15th, 2024, and will continue through August 1st, 2024, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Two Hundred and Sixty-Four Thousand Dollars (\$264,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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

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

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

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

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

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

- Serve 400 students & their families with early literacy and family engagement programming.
- 60% of students will meet their reading goals for the summer.
- 65% of students will exceed their reading goals for the summer.
- 75% of families will attend at least one family workshop.

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

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

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) To the fullest extent permitted by law, each PARTY ("Indemnifying Party") shall indemnify and hold harmless the other PARTY ("Indemnified Party") (defend with counsel acceptable to the Indemnified Party), 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 the Indemnifying Party'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 Indemnified Party. 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 the Indemnified Party, liability will be apportioned between Indemnifying Party and the Indemnified Party with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and Indemnifying Party's duty to indemnify Indemnified Party with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by Indemnifying Party) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

17. Compliance with Applicable Laws. The services completed herein must meet the objectively reasonable 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](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Springboard Collaborative  
Name: \_\_\_\_\_  
Street: 1500 John F Kennedy Blvd, \_\_\_\_\_  
City/State/Zip: Philadelphia \_\_\_\_\_  
Phone: +1 (415) 218-0723 \_\_\_\_\_  
Email: t.arriaga@springboardcollaborative.org \_\_\_\_\_

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024\_\_.

**DISTRICT**

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

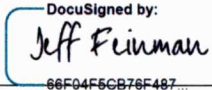
Lisa Cavin

Associate Superintendent

[shoyos@srcs.k12.ca.us](mailto:shoyos@srcs.k12.ca.us)

707-890-3800 x80201

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature:  \_\_\_\_\_  
66F04F5CB76F487...

Print Name: Jeff Feinman

Title: Vice President, Partnerships

Email: j.feinman@springboardcollaborative.org

Phone: +1 (415) 269-0162