

**CONTRACTED SERVICES AGREEMENT**

**Contract #** 140248    **District:** Santa Rosa Elementary School District  
**Program:** MEDIUM SKY DOME PLANETARIUM  
**Date:** FRIDAY, APRIL 4, 2025  
**Start Time:** 8:30 AM    **End Time:** 1:50 PM    **Sessions:** 5

**Final payment due by date of show.**  
**Please do not pay the performer directly.**

<b>Billing Address:</b> Michael Jablonski Albert Biella Elementary School 2140 Jennings Avenue Santa Rosa CA 95401	<b>Program to be held at:</b> Albert Biella Elementary School 2140 Jennings Avenue Santa Rosa CA 95401 <b>Attention:</b> Michael Jablonski
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**Sign and Return this Contract Agreement and Deposit to our office by: Monday, September 2, 2024**

**Include Contract # 140248 on your payment for it to be properly applied.**

**Program Cost:** \$1,795.00

**Add'l Fee:**

**Grand Total:** \$1,795.00

**Deposit:** \$897.50



**3% Convenience Fee for CC Payments**

**Payments Received**

Amount	Date Received	Notes
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**Balance: \$1,795.00**

**School Contact Information:** Please notify us of any corrections.

**School Phone\*:** (707) 890-3906

\*Required Field

**Client\*:** Michael Jablonski    **Title\*:** Principal

**Client Phone\*:** (646) 703-3732    **Email\*:** mjablonski@srcs.k12.ca.us

**Alternate\*:** Alejandra Rivas    **Title\*:** Office Manager

**Alt. Phone\*:** (707) 890-3906    **Email\*:** arivas@srcs.k12.ca.us

**Performance Requirements: Initial each of the following conditions and responsibilities:**

- Performer will arrive approximately 45-60 minutes prior to the performance time.
- Custodial assistance to load & unload may be needed. Performance area to be clear of clutter.
- Recording of the performance is prohibited without prior written permission.
- Please, no cell phone, food, drink or other distractions present during the program.
- Adult School/Venue Personnel Supervision for each program is required, both INSIDE AND OUTSIDE of the dome, AT ALL TIMES.
- Handicap accessibility to the building and performance space (no stairs). This program cannot be set up outside.
- Performance area must have a 14 foot ceiling and a 23 foot diameter to accommodate the Sky Dome.
- Maximum of 5 programs per day. Maximum of 55 students per session.
- Additional programs will have an additional charge.
- Lunch and breaks required when 3 or more sessions are scheduled.
- One electrical outlet.

**Special Performer Instructions:**

- Mail checks payable to: Mobile Ed Productions - 26018 W. Seven Mile - Redford, MI 48240.
- Do NOT pay the performer directly
- A payment, signed contract, or purchase order must be returned by the due date or else your contract is considered forfeit.
- Cancellations prior to the reserved performance date will have a cancellation fee of 50% of the performance cost.
- Accounts not paid in full within 30 days of the performance date are subject to a 2% late fee.

*Cindy Kruczynski*

**Cindy Kruczynski**

For Mobile Ed Productions, Inc.

cindyk@mobileedproductions.com

**Sign and Return X**

Lisa August (Aug 26, 2024 06:41 PDT)

**Michael Jablonski**

Authorized Representative for: Albert Biella Elementary School

Customer Code MEP41325  
Jamar/jb518/MSKY

**Contract Number: 140248**

Date Issued 7/17/2024



# LEARNING™

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

## RENEWAL QUOTE

QUOTE # 1783876-2024-001-2  
DATE: MARCH 15, 2024

**TO:**

Dale Horine  
Hilliard Comstock Middle School  
2750 West Steel Lane  
Santa Rosa, CA 95403

*OK  
Abraham*

**COMMENTS OR SPECIAL INSTRUCTIONS**

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Linelle Gorman	A17-1783876	August 25, 2024 – August 25, 2025	August 25, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Existing IXL users in grades 7-8: 425 students) Subjects: Math, ELA, Science, and Social studies  <i>K-8 math licenses include complimentary access to IXL's universal screener</i>  <i>Unlimited instructor accounts included</i>	\$10,200.00	\$10,200.00
SUBTOTAL			\$10,200.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$10,200.00

**Ordering instructions**

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](http://www.ixl.com/po-upload) or go to <http://www.ixl.com/po-upload> and enter quote # 1783876-2024-001-2. For international accounts, we can accept wire transfers for an additional fee.

  
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Lisa August (Aug 27, 2024 17:52 PDT)

Vocabulary.com  
 777 Mariners Island Blvd., Suite 600  
 San Mateo, CA 94404

QUOTE # V-1204283-  
 DATE: 05/31/2024

**TO:**

Renee Clay  
 Hilliard Comstock Middle School  
 2750 W Steele Ln  
 Santa Rosa, CA 95403  
 phone: 7078903885  
 rclay@srcs.k12.ca.us

**COMMENTS OR SPECIAL INSTRUCTIONS**

**Delayed Invoicing until 07/01/2024**

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Ash Visconti	Starting August 1, 2024	1 Year	June 30, 2024

QUANTITY	DESCRIPTION	UNIT RATE	TOTAL
1	1 Year Vocabulary.com Site License (up to 425 students) Includes unlimited access to Vocabulary.com learning platform; teacher tools; vocab jams; detailed reporting <i>Unlimited Teacher Licenses</i>	\$2,975.00	\$2,975.00
1	Volume discount	-\$425.00	-\$425.00
1	Professional Development: Essentials I: Up to 50 attendees <i>Effective strategies for meaningful vocabulary instruction. (90 Minutes)</i>	\$595.00	\$595.00

SUBTOTAL	\$3,145.00
SALES TAX	--
SHIPPING & HANDLING	--
<b>TOTAL DUE</b>	<b>\$3,145.00</b>

**ORDERING INSTRUCTIONS**

We accept payment by purchase order, check, or credit card. POs should be faxed to (650) 227-9216 or e-mailed to accounts@vocabulary.com. Please be sure to list the quote number on your payment or purchase order. For international accounts, we can accept wire transfers for an additional fee.

Vocabulary.com  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Contract # C-1204283-1  
DATE: 05/31/2024

### TO:

Renee Clay  
Hilliard Comstock Middle School  
2750 W Steele Ln  
Santa Rosa, CA 95403  
phone: 7078903885  
rclay@srcs.k12.ca.us

### SUBSCRIPTION INFO

SALESPERSON	QUOTE #	SUBSCRIPTION DURATION
Ash Visconti	1204283-1	1 Year

### PAYMENT PLAN

	AMOUNT	INVOICE DATE
Subscription Year 1 and Professional Development	\$3,145.00	June 30, 2024
<b>TOTAL</b>	<b>\$3,145.00</b>	

Price valid until June 30, 2024

### COMMENTS OR SPECIAL INSTRUCTIONS

Delayed Invoicing until 07/01/2024

### ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between Vocabulary.com and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.


Acknowledged and agreed to:

AUTHORIZED SIGNATURE



DATE

5/31/24

  
Lisa August (Aug 27, 2024 17:51 PDT)

08/27/2024

Please contact Vocabulary.com with any questions regarding this sales contract:

Direct 1.888.606 0846 | E-mail [accounts@vocabulary.com](mailto:accounts@vocabulary.com)

Completed sales contracts should be faxed to 650.227.9216 or e-mailed to [accounts@vocabulary.com](mailto:accounts@vocabulary.com)

## TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND THINKMAP, INC. D/B/A VOCABULARY.COM ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF USE, WHICH ARE INCORPORATED HEREIN BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF SELLER.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on Seller unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If Seller elects to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. Vocabulary.com licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid by check or credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

Vocabulary.com  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** Seller grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Use. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of Vocabulary.com's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by Seller. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has a Vocabulary.com account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.
- b. SELLER MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

## LICENSING AGREEMENT

This AGREEMENT is made on September 25, 2024 (“Effective Date”) between Ticiess, with its principal place of business located at 4200 Park Blvd, #237, Oakland, CA, (hereinafter “Licensor”) and Santa Rosa City Schools of 110 Stony Point Rd #210 Santa Rosa, Ca (hereinafter “Licensee.”)

### RECITALS

WHEREAS, Licensee desires to obtain the right and limited license to use the Licensed Intellectual Property Rights in connection with the ei<sup>2</sup> Certification Program (the “Program”) as described within this Agreement, and Licensor desires to extend such license for the duration of time and appropriate royalties outlined in the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the foregoing premises, the receipt and adequacy of which are hereby acknowledged, the Parties hereto hereby covenant and agree as follows:

THEREFORE, in accordance with the above, Licensor and Licensee do hereby agree as follows:

### **ARTICLE I. GRANT AND USE OF LICENSE**

1.1. Grant of License. Licensor hereby grants, and Licensee hereby accepts, a non-transferable, non-exclusive, license to use the Intellectual Property known by all parties as the “ei<sup>2</sup>” certification Program created by Licensor, subject to all terms and conditions outlined herein, and for the period specified in this agreement. (“Licensed IP”).

1.2. Limited Use. The parties agree that this Agreement is for the use of the intellectual property within the certification Program entitled “ei<sup>2</sup>,” including content and curriculum (including outlines and slides as well) created by Licensor only. The Licensee may not use the Licensed IP in any other business or for any other purposes than that which is specifically outlined herein, nor may Licensee use any other elements of Licensor’s business or intellectual property. Licensee agrees that Licensor shall create all graphics to be utilized in connection with the marketing and advertising of the Program, for Licensee to use during the Term.

1.3. Permitted Uses. Licensee is permitted to use the name “ei<sup>2</sup> Certification” as well as the content, curriculum, and intellectual property within the Program created by Licensor, exactly as utilized and taught by Licensor for the specific purpose of advertising and promoting the certification training program sessions for a period of one (1) year. Following the one (1) year period, Licensee’s license will automatically terminate, subject to a mutual agreement by all parties to either extend or renew such licensing agreement for additional terms of one year each. The Licensed IP shall be disseminated to Licensee through the online platform “Mighty Networks” wherein Licensee shall have the right to review

and save the Licensed IP for use with each term as agreed upon. Further permitted uses are listed in Exhibit A of this Agreement, which is incorporated herein. A violation of these uses and parameters shall be considered a material breach of this Agreement.

1.4. Exclusion of All Other Rights. Except as expressly provided herein, Licensee is granted no rights or licenses whatsoever in or to the Licensed IP Rights or any other Licensor products, services or other Licensor intellectual, proprietary or personal rights. Licensor hereby expressly reserves all rights and licenses not expressly granted in this Agreement. In particular and without limiting the foregoing, nothing in this Agreement will be deemed to convey to Licensee the legal title to any Licensed IP Rights or any rights to use the Licensed IP beyond the initial twelve (12) month term as outlined herein.

1.5 License Period. The license granted in this Agreement shall remain in force for a period of one (1) year from the Effective Date, (or beginning as of the date in which Licensee begins marketing the certification training utilizing the Licensed IP, unless terminated for cause by Licensor prior to that time as provided herein. Following this one (1) year period, the parties may mutually elect to continue this licensing agreement for an additional term.

1.6. Ownership of Licensed IP Rights. Licensee acknowledges and agrees that, as between the Parties and subject to the rights and licenses granted herein, Licensor is, and at all times shall remain, the sole and exclusive owner of all right, title and interest, throughout the world (including all intellectual property and other proprietary rights), in and to all Licensed IP Rights, and any copies of the Licensed IP Rights, whether made by or on behalf of Licensor or Licensee.

1.7. No Contest of Trademark. Licensee agrees not to contest Licensor's ownership of the Trademarks, not to disparage or call into question the validity, value or ownership thereof, and not to use any of the Trademarks in any manner so as to create a combined trademark.

## **ARTICLE II . USE OF INTELLECTUAL PROPERTY**

2.1. Proprietary Marks. Licensee may use these Proprietary Marks only for so long as the right that Licensor and license granted in this Agreement remains in force, in the manner and for the purposes specified in this Agreement. Licensee may not, either during or after the term of this Agreement, do anything, or aid or assist any other party to do anything, that would infringe on, harm, or contest the rights of Licensor in any of its Proprietary Marks or in any other mark or name that incorporates the Licensed IP, as well as anything that would be deemed confusingly similar by the average consumer. Licensee will not use any mark or name other than as licensed in this Agreement in connection with the conduct of the License business and will not place any name or mark other than the original names or marks on any products, packages, or other materials.

2.2. Goodwill. Licensor has expended large sums of money as well as effort over a period of many years in developing and improving the Licensed IP and in advertising, promoting, and publicizing the Licensed IP, all of which have become well and favorably known to the public throughout the local geographical

area, and Licensor has acquired valuable goodwill in connection with the License.

2.3. Licensee acknowledges that all goodwill that may arise from Licensee's use of Licensor's Proprietary Marks is and will at all times remain the sole and exclusive property of Licensor and will inure to the sole benefit of Licensor.

2.4 Licensee will do nothing that would tend to discredit, dishonor, reflect adversely on, or in any manner injure the reputation of Licensor or the Licensed IP, as determined in Licensor's sole discretion. Any such breach of this provision shall be sufficient cause for Licensor to immediately terminate this Agreement, cause Licensee to immediately cease sale of any and all products containing the Licensed IP.

2.5. Unauthorized Use. Licensor shall maintain sole control and discretion over the prosecution and maintenance with respect to all rights, including all intellectual property rights in and to the Licensed IP Rights. Licensee must promptly report to Licensor any unauthorized use of Licensor's Proprietary Marks that comes to Licensee's attention in any manner whatsoever.

### **ARTICLE III. OPERATION OF LICENSEE'S TRAINING**

3.1. Licensee's Liability and Insurance. Licensee is solely responsible for all loss or damage arising out of or relating to the operation of Licensee's business or arising out of the acts or omissions of Licensee or any of Licensee's agents, servants, employees, or contractors in connection with the certification program and/or rendering of services by Licensee, and for any claims for damage to property or for injury or death of any persons directly or indirectly resulting therefrom. Licensee agrees to indemnify and hold Licensor harmless against and from any and all claims, loss, and damage, including costs and reasonable attorneys' fees stemming directly or indirectly from Licensee's use of the Licensed IP in connection with the training and certification.

Licensee will obtain and at all times during the term of this Agreement maintain in force and pay the premiums for Product Liability insurance, with complete operations coverage with limits of liability of not less than \$1 million for each occurrence and \$3 million aggregate. These limits of liability will be increased and modified, or additional types of coverage will be obtained, at the direction of Licensor, as and when changed circumstances reasonably so require. Maintenance of the insurance required under this section does not relieve Licensee of the obligations of indemnification contained in the first sentence of this section.

### **ARTICLE IV. PAYMENT**

4.1. Flat Fee Initial Payment. Licensee agrees to pay to Licensor a flat fee of fifteen thousand U.S. dollars (\$15,000) for one ten-month training program to run September 2023 through June 2024.

4.2. Renewal Fee. Should the parties desire to continue this License, Licensee shall issue renewal payments to the Licensor in the amount as follows:

June 2025: \$2,500 USD

June 2026: \$5,000 USD

Followed by an annual renewal fee of five thousand U.S. dollars (\$5,0000 each year thereafter for each individual Licensee certifies until this Agreement is properly terminated by either party.)

4.3. Interest. Any amount properly owing from Licensee to Licensor, if not paid when due, will bear interest at the rate of 5%.

#### **ARTICLE V. TERMINATION**

5.1. Termination by Licensor. The Licensor may terminate the Agreement at any time following material breach by Licensee that is not cured, or cannot be cured, or immediately if such breach is one that stands to harm the reputation or business of Licensor. A material breach shall include any action that would harm the brand or reputation of the Licensor.

5.2. Obligations After Termination. Upon termination of this Agreement, Licensee will no longer have authorization to use the Licensed IP, and Licensee will immediately discontinue the use of any of Licensor's Intellectual Property, including any marks, names, or indicia that in the opinion of Licensor are confusingly similar thereto.

#### **ARTICLE VI. EXPIRATION AND RENEWAL**

6.1. Expiration. Unless sooner terminated or modified in accordance with the provisions of this Agreement, the expiration date of this Agreement and the right, License, and license granted is one (1) year from the date in which Licensee first begins to market the Program.

6.2. Renewal Option. If mutually desired by the parties, Licensor may extend this Licensing Agreement for additional one (1) year period to allow for additional cohorts of the certification Program to be conducted under Licensee. Licensor also reserves the right to update flat fee payments made to Licensor during each renewal period.

#### **ARTICLE VII: LIMITATIONS**

7.1. Representations and Warranties. Each Party hereto represents and warrants that (a) it has the power and authority to enter into this Agreement, and the execution, delivery and performance of this Agreement and the transactions and other documents contemplated hereby have been duly authorized by all necessary corporate action on the part of Licensor, and (b) this Agreement has been duly executed and delivered by the authorized officers of such Party, and constitutes a legal, valid and binding obligation of the Party, fully enforceable against such Party in accordance with its terms.

7.2. Licensor Duty to Indemnify. Except as otherwise provided, Licensor will defend, indemnify, and hold Licensee harmless from any claims made against Licensee based on an allegation that any Licensed IP licensed under this Agreement infringes any trademark or copyright, and requests that Licensee, (a) notify

the Licensor of the action as soon as possible, in writing, (b) provides reasonable assistance and cooperates in the defense of that action as needed or requested by Licensor.

7.3. Licensee's Duty to Indemnify. Licensee shall indemnify, defend, and hold Licensor, its Affiliates, and their respective representatives, officers, directors, stockholders, employees, and agents (the "Licensor Parties"), harmless from any and all liability, claims, demands, causes of action, judgments, damages, and expenses (including reasonable attorneys' and experts' fees and costs) which the Licensor Parties may incur or become liable for as a result of claims by any Person to the extent arising from Licensee's use of Licensed IP Rights.

7.4. Disclaimer of Consequential and Special Damages. To the maximum extent permitted by law, Licensor shall not be liable under this Agreement to Licensee, any related entity thereof or any other third person for any indirect, incidental, consequential, special, reliance or punitive damages or lost or imputed profits, whether liability is asserted in contract, tort (including negligence and strict liability), indemnity or contribution, and irrespective of whether a party or any entity has been advised of the possibility of any such loss or damage.

## **ARTICLE VIII. MISCELLANEOUS PROVISIONS**

8.1. Section Headings. Section headings are for convenience of reference only. They are not construed as part of this Agreement and do not limit or define the meaning of any provision in this Agreement.

8.2. Nonwaiver. No failure by Licensor to take action on account of any default by Licensee, whether in a single instance or repeatedly, constitutes a waiver of any default or of the performance required of Licensee. No express waiver by Licensor of any provision or performance under this Agreement or of any default by Licensee will be construed as a waiver of any other or future provision, performance, or default.

8.3. Invalidity and Severability. If any provision of this Agreement is found to be invalid or unenforceable, that provision will be deemed modified to the extent necessary to render the same valid, as not applicable to the given circumstances, or to be excised from this Agreement, as the situation may require. This Agreement will be construed and enforced as if that provision had been included in this Agreement as so modified in scope or application or had not been included in this Agreement.

8.4. Notices. Any notice or demand given or made pursuant to the terms of this Agreement must be served in the following manner:

(a) If given to Licensor, notices and demands must be sent via email to:

(b) If given to Licensee, notices and demands must be sent via email to:

8.5. Entire Agreement. This Agreement, constitutes and contains the entire agreement and understanding of the parties with respect to the subject matter of the License. There are no representations, undertakings, agreements, terms, or conditions not contained or referred to in this Agreement or in any lease or sublease.

8.6. Governing Law. The validity of this agreement and of any of its terms or provisions, as well as the rights and duties of the parties under this agreement, shall be construed pursuant to and in accordance with the laws of the State of California.

8.7. Counterparts. This Agreement may be executed in any number of identical counterparts, and each counterpart will be deemed a duplicate original of this Agreement.

Executed in Santa Rosa, California on the day and year first above written.

LICENSOR:

Name: Tovi Scruggs-Hussein

Signature: *Tovi Scruggs-Hussein* Date: 8/16/24

LICENSEE:

Name: [REDACTED]

Signature: [REDACTED] Date: [REDACTED]

EXHIBIT A



## **(2) Facilitator Certificate Renewal Requirements**

Facilitators must meet certificate eligibility criteria and maintain active status for annual renewal. In order to qualify for renewal, facilitators must complete the following:

- Engage in 10 hours of professional development focused on *racial healing* (if not sure, then please ask in advance)
- Attend at least one meditation retreat (minimum duration 6 hours) - in-person or virtual is acceptable
- Successfully deliver at least one session rooted in the ei<sup>2</sup> approach (content from Mindful Allyship™ Leadership Training and/or Bias Workshop), share participant evaluations and a recording of the session with ei<sup>2</sup> faculty for review
- Maintain a daily meditation practice
- Maintain professional liability insurance (if not already covered by your employer)
- Submit a 2-page maximum Annual Reflection on the healing and transformation you've experienced throughout the year (including completion of the all of the above), proof of insurance, updated headshot/bio annually in June/July

Cost to renew ei<sup>2</sup> Facilitator Certification is \$2,500 annually for the inaugural cohort. All cohorts thereafter, \$5,000 annually.

# PRICE QUOTE



**Number:** 6038539000009144033

**Issued Date:** 8/28/24 11:39 AM

**Valid Until:** 9/30/24

**Empathy Studios, LLC**

1050 Glenbrook Way, Suite 480-504

Hendersonville, Tennessee 37075

**PRICE QUOTE FOR:**

**Name:** Stacy Desideri

**Email:** sdesideri@srcs.k12.ca.us

**Company:** Santa Rosa City Schools (California)

ITEM	PRICE
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2024 Annual Membership - 50 Licenses (2023 Pricing)

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**TOTAL DUE \$ 1,349.00**

If you would like to purchase an annual membership, you can pay via credit card using this link:

<https://www.homelesstraining.com/1349-membership-50-licenses>

If you would like to purchase using a check, please reference this price quote number and make check payable to **Empathy Studios, LLC**

If you have any questions concerning this price quote, contact

Megan Jones | [meganj@homelesstraining.com](mailto:meganj@homelesstraining.com)

**Have a wonderful day!**



**Santa Rosa City Schools and Sonoma County Office of Education  
Memorandum of Understanding Concerning  
Transition Partnership Program (TPP) Employment Specialists Services**

This Memorandum of Understanding (MOU) is entered into July 1, 2024 by and between Santa Rosa City Schools (hereinafter DISTRICT) and Sonoma County Office of Education (hereinafter SCOE). It is expressly understood and agreed by both parties as follows:

The purpose of this MOU is to establish an agreement that SCOE will provide Transition Partnership Program (TPP), Department of Rehabilitation counseling services to students at District school sites. Services will be delivered by SCOE Employment Specialists through the TPP Cooperative Contract. One SCOE Itinerant Teacher will provide staff training to the SRCS Transition classes. Service scope and frequency will be determined by the district's certificated staff referral process with SCOE and DISTRICT.

Given that these services are funded by the Department of Rehabilitation (DOR) TPP Cooperative Contract, the amount of services is contingent on the length of the TPP Cooperative Contract and will be reviewed and revised when necessary to continue to provide the level of services required by the contract. Three SCOE Employment Specialists will work for the district with .875 FTE for 190 days per year as well as one SCOE Itinerant Teacher who will support and train the District Transition classroom(s) staff for .20 FTE per month.

**Sonoma County Office of Education will:**

- Provide qualified Employment Specialists and SCOE Itinerant Teacher to provide Department of Rehabilitation services and support to Santa Rosa City Schools. Services provided may include group and individual orientations sessions and staff consultation.
- Employment Specialists may provide direct or group services by virtual means to students when needed including, but not limited to, school cancellations due to smoke and evacuations (consistent with California Board of Behavioral Sciences guidelines)
- The SCOE TPP will focus on serving students who are potentially eligible with significant disabilities in five comprehensive high schools which include: Santa Rosa High, Piner High, Elsie Allen High, Montgomery High, Maria Carrillo High, and Ridgeway High (a continuation high school).
- Provide the five services of the TPP Cooperative Contract to students who have an IEP, 504, or who are participating in Transition age leveled programs. Services include but are not limited to: job exploration counseling, self advocacy, workplace

readiness training, work based learning experience, and postsecondary career counseling.

- Ensure that the Employment Specialist(s) and Itinerant Teacher follow the legal, ethical, and professional guidelines of the Educational Profession.
- Ensure that the Employment Specialist(s) and Itinerant Teacher are fingerprinted and cleared by the Department of Justice and Federal Bureau of Investigations prior to starting employment at SCOE.
- Ensure that the Employment Specialist(s) and Itinerant Teacher have received testing for and have been cleared by a healthcare provider that they are not infected with tuberculosis prior to starting employment at SCOE.
- Ensure that the scope of responsibilities of the Employment Specialist(s) and Itinerant Teacher are consistent with the school's needs and of the Employment Specialist(s) and Itinerant Teachers level of training and experience.
- Ensure that the Employment Specialist(s) and Itinerant Teacher respond to the students at District campuses in a professional, consistent, and reliable manner in order to build the trust and connections that help facilitate our shared goals and outcomes.
- Provide to the District an annual report identifying the number of students served and other supports provided.
- Ensure that its employees receive training in the area of mandated child abuse reporting. The District may request verification from the Contractor of adherence to these requirements at any time during the term of the contract.
- Allow Employment Specialist(s) to participate as appropriate in 504/IEP/Transition Meetings

**The District will:**

- Identify each school campus where Employment Specialist(s) will provide services, and provide a room at each of these campuses for the use of Employment Specialist(s) when school is in-person.
- Keep in regular communication with SCOE Transition Principal concerning the needs of the schools and degree to which each Employment Specialist(s) and Itinerant Teacher are meeting those needs.



- Support Employment Specialist(s) and Itinerant Teacher with on-campus needs and consultation regarding District policies and procedures.
  - Referral procedures
  - Crisis response protocol
  - Communications expectations (with student/families, site staff, admin, etc)
- Notify the SCOE Transition Principal in a timely manner of any difficulties in the work performance of the Employment Specialist(s) and Itinerant Teacher.

**Terms:** The effective date of this agreement is July 1, 2024 through June 30, 2025

**Cancellations:** This agreement may be terminated by either party with sixty (60) days written notice of the other party.

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

**Indemnification:** Either of the Parties to this Agreement will defend, indemnify and hold harmless (the "Indemnifying Party") the other party and its officers, directors, shareholders and employees (the "Indemnified Party") from and against any third party claim, demand, suit, or other action alleging injury, loss, expense (including, but not limited to, reasonable attorney's fees) or damage of whatever nature and description arising directly and proximately out of the Indemnifying Party's negligence or willful misconduct or breach of a material provision of this Agreement, provided the Indemnifying Party is promptly notified, given assistance as reasonably requested, and permitted to direct the defense.

**Force Majeure:** In the event that any cause beyond the reasonable control of either party make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either party to perform its obligations under this Agreement, the affected party's performance will be extended without liability for the period of delay or inability to perform due to such occurrence.

**Entire Agreement:** This Agreement is the entire agreement of the Parties and supersedes any prior written or oral agreements. This Agreement will be subject to modification through amendment at any time upon the mutual assent of the Parties. Any such amendment will be in writing, will identify the provisions of this Agreement that are to be amended, will specify a date in effect, and will be signed by authorized representatives of the Parties. This Agreement is a negotiated document deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation will apply against either of the Parties based on a contention that the Agreement was drafted.



**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.

**Independent Contractor:** This Agreement will not be construed to establish an employee-employer relationship by or between the Parties. We are not an agent of you, and, other than set forth in this Agreement, are not affiliated with you in any way. We retain the right to perform a similar Scope of Work for other clients at any time.

**Severability Waiver:** If any provision of this Agreement is held invalid by any law, rule order or regulation of any government, or by the final determination of any state or federal court of valid jurisdiction, such invalidity will not affect the enforceability of any other provisions not held to be invalid. No waiver by either of the Parties of any of its rights under this Agreement will be deemed to be a waiver of any future right under this Agreement.

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



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


-SONOMA COUNTY OFFICE OF EDUCATION-

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

-DISTRICT-

  
Lisa August (Sep 7, 2024 09:05 PDT)

\_\_\_\_\_  
Authorized Signature

09/07/2024  
\_\_\_\_\_  
Date

Lisa August, Associate Superintendent  
\_\_\_\_\_  
Name and Title

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title

# ORDER FORM



Turnitin, LLC

2101 Webster Street  
Suite 1900  
Oakland CA 94612  
United States

Order Form No: Q-775629-1  
Date: 20-May-2024  
Expires On: 31-Aug-2024

Order form for **Montgomery High School**  
Proposed by Robin Gepte  
Email: rgepte@turnitin.com  
Phone: (866) 816-5046 x1220

Customer Information	
Billing Account: Montgomery High School	
Billing Street: 211 Ridgway Ave.	Primary Contact: April Santos
Billing City: Santa Rosa	Primary Contact Email: asantos@srcs.k12.ca.us
Billing State/Province: CA	
Billing Zip/Postal Code: 95401	Billing Contact: April Santos
Billing Country: United States	Email: asantos@srcs.k12.ca.us
Tax ID Number:	

Product Name	License Type	Service Start Date	Service End Date	Quantity	Amount
Originality Check	Enterprise	1-Sep-2024	31-Aug-2025	1	USD 5,428.00
Turnitin Originality	Enterprise	1-Sep-2024	31-Aug-2025	1	USD 1,650.00
Originality Check	Enterprise	1-Sep-2025	31-Aug-2026	1	USD 5,428.00
Turnitin Originality	Enterprise	1-Sep-2025	31-Aug-2026	1	USD 1,650.00
<b>Net Total:</b>					USD 14,156.00
<b>Gross Total:</b>					USD 14,156.00



## Product Descriptions

### Originality Check

Protect against copy/paste plagiarism, and student collusion, including draft resubmissions.

### Turnitin Originality

Comprehensive protection against academic misconduct including emerging challenges such as AI writing & contract cheating.

## Purchase Order Instructions

If you require a purchase order to submit payment, please follow the below guidance.

1. Please make your purchase order payable to Turnitin, LLC.
2. Your institution name and address must be on the purchase order.
3. The payment on the purchase order must indicate it is in USD and must equal the USD 14,156.00 amount of the order form.
4. Email the purchase order and Order Form to the respective Turnitin representative listed above or [orders@turnitin.com](mailto:orders@turnitin.com).

## Payment Instructions

Upon processing your order

All payments are due net 30 days from the date of invoice. Payments are deemed late thereafter and may accrue interest at the lesser of 1.5% per month on the maximum rate and net period allowable under the applicable law that applies to this transaction.

Turnitin may charge VAT/ Indirect Taxes as applicable in the jurisdiction of the service recipient, unless your organization is covered by the Reverse Charge Rules, and provides us with a valid VAT/Indirect Tax ID proof along with the order form.

Products sold to certain states/territories are subject to tax. The sales tax stated on the order form should reflect the value of sales tax on the invoice. If the amount stated here is incorrect, or if a tax exemption certificate is applicable, please have the order form revised before finalization. No sales tax is charged when providing a valid exemption certificate. Please email certificate to [ar@turnitin.com](mailto:ar@turnitin.com).

Cancellations may only be made within the first 30 days from account activation and only for accounts that have five or fewer uploads. Any return of amounts paid for license cancellations are subject to an administration fee of 15% of the license cost.

## Signed Order Form Instructions

Please check the details at the top of page one. If any of them are blank or incorrect please amend below.	
Billing Address	
Billing Contact	
Billing Email (General billing email preferred)	
Tax ID Number	

## Signature Section

By accepting this order form, you agree to our general terms and conditions that are located at this URL: <http://go.turnitin.com/reg>

Acknowledged and agreed, as of the effective date.

Montgomery High School Signature	
DocuSigned by: Signature <i>April Santos</i> OCA596261AD44BE...	
Printed Name April Santos	
Printed Title Principal	
Date May 20, 2024	



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 Goodwill Redwood Empire, 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:    X New     Renewal     Addendum     Amendment

Number of Individuals Served: 10-20

Approved at Site by\*:     Date: 7/19/2024

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Gabe Albavera, EAHS Principal    Phone #: 707-890-3810  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 15, 2024    Proposed Contract End Date: June 6, 2025  
Requisition #: \_\_\_\_\_

#### BUSINESS SERVICES USE ONLY

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Designate a site administrator as a partnership support liaison for Goodwill Redwood Empire staff.
- Provide a dedicated space at Elsie Allen High School for Goodwill Redwood Empire staff.
- Support with identifying students for program support that meet the following criteria - FY, SWD, and student at risk of dropping out of high school.
- Assist with student, family & school staff outreach for related events & opportunities.
- Provide access to a desk.
- Provide access to on campus printing & internet/wifi on site at partner high school.
- Assist Goodwill Redwood Empire staff to provide effective services and opportunities to in-school staff regarding the referral & collaboration process for teachers, counselors and other school partners.
- Support with the distribution of periodic student surveys to measure program progress & impact.

(b) CONTRACTOR's Responsibilities and Duties:

- Provide a presentation to school staff and an information meeting to students about the My Pathway Youth Program.
- Work with students to assess eligibility and needs.
- Provide students with services and workshops to support career pathway planning that could include any of the following: development of an individualized service plan, career exploration, job readiness training, workshops, paid/unpaid work experience, mentoring, and leadership development.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 15, 2024\_\_, and will continue through June 6, 2025\_\_, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

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

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?):

- # of students successfully completing work readiness training
- # of students participating in a work experience (paid and unpaid)
- # of students participating in workshops on soft and/or hard skills that will assist them in transitioning to adulthood in their chosen career pathway
- % of students showing progress toward attainment of established goals and/or moving to unsubsidized employment and/or post-secondary training or education

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

<b>Board Strategic Priorities</b>
<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>
<b>Priority 5- Equity and Excellence</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.

(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."

(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:

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

**CONTRACTOR:**

Name: Goodwill ~ Redwood Empire

Street: 651 Yolanda Ave.

City/State/Zip: Santa Rosa, CA 95404

Phone: 707-520-0550

shoyos@srcs.k12.ca.us

Email: tfeick@gire.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: \_\_\_\_\_

Lisa August

Associated Superintendent

mmartin@srcs.k12.ca.us

707-890-3800 x80201

Signature:  \_\_\_\_\_ <sup>7/26/24</sup>

Print Name: Brandy Evans

Title: President & CEO, Goodwill ~ Redwood Empire

Email: bevans@gire.org

Phone: 707-523-0550



### 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 Restorative Resources, 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 (Code): \_\_\_\_\_

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

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

Contract is:  New  Renewal  Addendum  Amendment

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

Approved at Site by\*: VP Aug Date: 9/17/2024  
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Stacy Desideri, Wellness & Engagement Phone #: (707)890-3800x80413  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 9/26/2024 (pre-approval) Proposed Contract End Date: 6/30/2025

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

#### BUSINESS SERVICES USE ONLY

VID: 988477

Verified Receipt of:  Insurance(s)  W-9 Form  HR Clearance, if applicable  
Funding Source /Funding Category verified:  YES  NO **Board Approval Date: 9/25/2024**

Verified by: \_\_\_\_\_ Date: \_\_\_\_\_  
Fiscal Services Authorizer **LAST REVISED ON 3-12-24**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS will meet with the trainers at Restorative Resources to collaboratively create a plan based on the need of SRCS employees.

SRCS will connect the parties with Restorative Resources support providers to resolve a conflict.

SRCS will assist with offering a space for training and meetings.

(b) CONTRACTOR's Responsibilities and Duties:

This contract is for 2 types of work:

Restorative Practices training on the basics, and specifically on proactive and responsive Restorative Practices for employees and parents.

Responsive restorative support to voluntary requests to resolve a conflict between staff members, as well as administrative tasks related to the support.

The severity and complexity of each case, plus the willingness of participants determines the length of time required to hold a restorative circle or conversation.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 9/26/2024, and will continue through ~~6/30/2024~~<sup>6/30/2025</sup>, 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 eight thousand Dollars (\$8,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Restorative Resources shall send an invoice to SRCS, and the contractor will report out with each invoice the amount of contract dollars remaining.

Fees will be paid for servies rendered.

\$3,000 for response to conflicts (LCAP Goal 3 action )  
\$5,000 for restorative training (LCAP Goal 3 action )

\$150/hour Not to exceed \$8,000

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?):

Participants will take a post-survey measuring increased understanding and trust in restorative practices from the training and/or participation in the restorative circle process.

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>x</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: Veronica Cruz, Executive Director

Street: PO Box 3246

City/State/Zip: Santa Rosa, CA 95402

Phone:707-542-4244

Email: veronica@restorativeresources.org

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

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

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

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

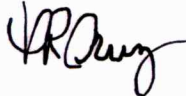
25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**DISTRICT**

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: Verónica R Cruz  
Title: Executive Director  
Email: veronica@restorativeresources.org  
Phone: 707-480-8376

**ADDENDUM TO CONTRACT**

Between

Sonoma State University

and

Santa Rosa City Schools

Re: North Bay STEM Teacher Residency Capacity Program

\*\*\*\*\*

This addendum to the original contract with Sonoma State University, approved on May 25, 2022, provides that Santa Rosa City Schools shall be the Lead LEA for the North Bay STEM Teacher Residency Capacity Program funded by a CTC grant from the 22-23 to 25-26 school year, including management and distribution of funds to the sub-awardees.

The contract, under Item 2. Term, is amended to read: CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2024, and will continue through June 30, 2026, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code § 17596, in no event shall this CONTRACT exceed a term of five (5) years.

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

Contractor's Name

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

Contract

Name Title Specialist

Trudee

Herman

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

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

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

Lisa August

Associate Superintendent

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

# ADDENDUM TO CONTRACT

Between

Sonoma State University

and

Santa Rosa City Schools

Re: North Bay STEM Teacher Residency Capacity Program

\*\*\*\*\*

This addendum to the original contract with Sonoma State University, approved on May 25, 2022, provides that Santa Rosa City Schools shall be the Lead LEA for the North Bay STEM Teacher Residency Capacity Program funded by a CTC grant from the 22-23 to 25-26 school year, including management and distribution of funds to the sub-awardees.

The contract, under Item 2. Term, is amended to read: CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2023, and will continue through June 30, 2024, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code § 17596, in no event shall this CONTRACT exceed a term of five (5) years.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written June 28, 2023.

Contractor's Name

By: *Trudee Herman*

Name Trudee Herman  
Title Contract Specialist

Date: 6-16-2023

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

By: *Lisa Cavin*

Lisa Cavin  
Associate Superintendent

Date: Jun 29, 2023



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

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

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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: CTC Residency Grant

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

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

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

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

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

Contract Created by: Kelley Dillon, Educational Services Phone #: 707-890-3800 ext. 80304
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1, 2022 Proposed Contract End Date: June 30, 2023
Requisition #: \_\_\_\_\_

BUSINESS SERVICES USE ONLY

Verified Receipt of: [X] Insurance(s) [X] W-9 Form [X] HR Clearance, if applicable
Funding Source /Funding Category verified: [ ] YES [ ] NO Board Approval Date: 5/25/22

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

District will serve as Lead LEA for the North Bay STEM Teacher Residency Program funded by a CDE grant from 22-23 to 25-26 school year, including management and distribution of funds to sub-awardees.

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

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

District will participate in regularly scheduled planning meetings.

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

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

(b) CONTRACTOR’s Responsibilities and Duties:

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

Sonoma State will help plan and facilitate professional development and collaboration opportunities for residents and mentors such as the Summer Institute.

Sonoma State will participate in regularly scheduled planning meetings.

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

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

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

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on May 26, 2022, and will continue through June 30, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed twenty-four thousand two hundred ninety dollars (\$24,290). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Sonoma State will submit invoices to District not more often than quarterly. District will pay Sonoma State within 30 days upon receipt of invoice not to exceed the following amount in Year 1: \$24,290. Future years will be added via amendment for the following: Year 2 \$19,988, Year 3 \$20,422, Year 4 \$20,867, Total \$85,567. Match/cost share must also be recorded per the budget.

Budget - Exhibit A  
 Teacher Residency Capacity Grant Agreement – Exhibit B

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

1. The District, in collaboration with Sonoma State University and Petaluma City Schools will execute the planned capacity building activities as outlined in the Teacher Residency Capacity Grant, including the following:
  - a. Develop a 5 year evaluation plan to evaluate and assess the success of the Teacher Residency model
  - b. Plan and facilitate annual professional learning opportunities and meetings for residents and mentors
  - c. Revise current teacher residency requirements, procedures and documents
2. The District, in collaboration with Sonoma State University and Petaluma City Schools will prepare and submit the Teacher Residency Implementation Grant application anticipated in spring/summer of 2022.

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

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

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

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

employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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10. Indemnification:

- (a) CONTRACTOR shall indemnify, 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.
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(c) Each such comprehensive or commercial general 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.

(d) 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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(f) 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.

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(h) 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:

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(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. 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 by law.

14. 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.

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CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

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**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

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

**CONTRACTOR:**

Sonoma State University

1801 East Cotati Avenue

Rohnert Park, CA 94928

(707) 664-3972

[orsp@sonoma.edu](mailto:orsp@sonoma.edu)

20. 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.

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the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

23. 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.

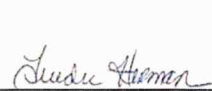
24. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS 25<sup>th</sup> DAY OF May, 2022.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: 

Signature: 

Rick Edson

Trudee Herman

Deputy Superintendent

Contracts Specialist

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

trudee.herman@sonoma.edu

707-890-3800 x80201

(707) 664-3239

# 11 - Sonoma State University - North Bay STEM Teacher Residency Program (Ed Svs) Addendum - \$19,988

Final Audit Report

2023-06-29

Created:	2023-06-29
By:	Simona Hoyos (shoyos@srcs.k12.ca.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAHxqtuEfd1Z3yoMY-4cLHaWspKH_iQUyP

## "11 - Sonoma State University - North Bay STEM Teacher Residency Program (Ed Svs) Addendum - \$19,988" History

-  Document created by Simona Hoyos (shoyos@srcs.k12.ca.us)  
2023-06-29 - 6:34:42 PM GMT
-  Document emailed to Lisa Cavin (lcavin@srcs.k12.ca.us) for signature  
2023-06-29 - 6:35:58 PM GMT
-  Email viewed by Lisa Cavin (lcavin@srcs.k12.ca.us)  
2023-06-29 - 6:48:36 PM GMT
-  Document e-signed by Lisa Cavin (lcavin@srcs.k12.ca.us)  
Signature Date: 2023-06-29 - 6:48:42 PM GMT - Time Source: server
-  Agreement completed.  
2023-06-29 - 6:48:42 PM GMT

**ADDENDUM TO CONTRACT**

Between

Petaluma City Schools

and

Santa Rosa City Schools

Re: North Bay STEM Teacher Residency Program

\*\*\*\*\*

This addendum to the original contract with Petaluma City Schools, approved on August 25, 2022, provides that Santa Rosa City Schools shall be the Lead LEA for the North Bay STEM Teacher Residency Program funded by a CTC grant from the 22-23 to 25-26 school year, including management and distribution of funds to the sub-awardees.

The contract, under Item 2. Term, is amended to read: CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2024, and will continue through June 30, 2026, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code § 17596, in no event shall this CONTRACT exceed a term of five (5) years.

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

Contractor's Name

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

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

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

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

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

Lisa August  
Associate Superintendent

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

**ADDENDUM TO CONTRACT**

Between

Petaluma City Schools

and

Santa Rosa City Schools

Re: North Bay STEM Teacher Residency Program

\*\*\*\*\*

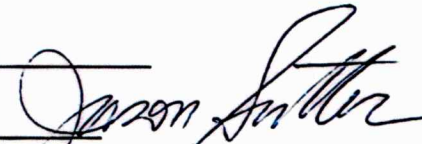
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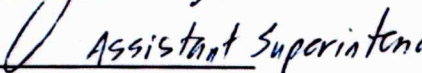
The contract, under Item 2. Term, is amended to read: CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2023, and will continue through June 30, 2024, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code § 17596, in no event shall this CONTRACT exceed a term of five (5) years.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written June 16, 2023. Board Approved 6/28/23

Contractor's Name

By: Petaluma City Schools

Name: Jason Sutter 

Date: 6/16/2023  Assistant Superintendent, Human Resources

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

By: Lisa Cavin

Lisa Cavin  
Associate Superintendent

Date: Jun 29, 2023



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 Petaluma City School District, 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: \_\_\_\_\_    X Other: CTC Residency Grant

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

Contract is:    X New     Renewal     Addendum     Amendment

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

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Kelley Dillon, Educational Services    Phone #: 707-890-3800 ext. 80304  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Aug. 25, 2022    Proposed Contract End Date: June 30, 2023

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: 8/24/2022

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

Fiscal Services Authorizer

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

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

1. District will serve as Lead LEA for the North Bay STEM Teacher Residency Program funded by a CTC grant from 22-23 to 25-26 school year, including management and distribution of funds to sub-awardees.
2. District will collaborate with Petaluma City Schools and Sonoma State University faculty to further develop and implement a teacher residency program that prepares and retains highly qualified teachers in STEM.
3. District will help plan professional development and collaboration opportunities for residents and mentors.
4. District will participate in regularly scheduled planning meetings.
5. District will report data as required to the funder, California Commission on Teacher Credentialing

(b) CONTRACTOR's Responsibilities and Duties:

1. Petaluma City Schools will collaborate with Santa Rosa City Schools and Sonoma State University faculty to further develop and implement a teacher residency program that prepares and retains highly qualified teachers in STEM.
2. Petaluma City Schools will help plan professional development and collaboration opportunities for residents and mentors.
3. Petaluma City Schools will participate in regularly scheduled planning meetings.
4. Petaluma City Schools will support the collection of data as required for the funder, California Commission on Teacher Credentialing

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 27, 2022, and will continue through June 30, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Sixteen Thousand, One Hundred Eleven Dollars (\$16,111). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Petaluma City Schools will submit invoices to the District annually. District will pay Petaluma City Schools within 30 days upon receipt of invoice not to exceed the following amount in Year 1: \$16,111 Future years will be added via amendment for the following: Year 2 \$16,111, Year 3 \$16,111, Year 4 \$16,111, Total \$64,444. Match/cost share must also be recorded per the budget.

Budget – Exhibit A

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?):

1. The District, in collaboration with Petaluma City Schools and Sonoma State University will execute the planned capacity building activities as outlined in the Teacher Residency Capacity Grant, including the following:
  - a. Develop a 5 year evaluation plan to evaluate and assess the success of the Teacher Residency model
  - b. Plan and facilitate annual professional learning opportunities and meetings for residents and mentors.
  - c. Revise current teacher residency requirements, procedures and documents
2. The District, in collaboration with Petaluma City Schools and Sonoma State University will prepare and submit the Teacher Residency Implementation Grant application anticipated in summer/fall of 2022.

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

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

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

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

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

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

10. Indemnification: To the furthest extent permitted by California law, District and Contractor shall defend, indemnify, and hold free and harmless the party's respective, agents, representatives, officers, consultants, employees, trustees, and volunteers ("the indemnified parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, including without limitation the payment of all consequential damages ("Claim"), in any way arising out of, pertaining to or relating to, in whole or in part, the negligence, recklessness, errors or omissions, or willful misconduct of their respective officials, officers, employees, subcontractors, consultants, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or from any activity, work, or thing done, permitted, or suffered by the Contractor in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties.

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.

(a) 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.

(b) 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

**CONTRACTOR:**

Name: Retailuna City schools

Street: 200 Douglas St.

Santa Rosa, CA 95401

City/State/Zip: Redwood, CA 94852

707-890-3800

Phone: (707) 778-4619

mmartin@sres.k12.ca.us

Email: thuae@actk12.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 24 DAY OF Aug., 2022.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: 

Signature: 

Anna Trunnell  
Superintendent

Print Name: Tony Hua

mmartin@sres.k12.ca.us

Title: Assist. Superintendent

707-890-3800 x80201

Email: thuae@actk12.org

Phone: (707) 778-4619

# Exhibit A

Petaluma City Schools		Worksheet for Indirect Costs			
Principal Investigator: Tony Hua					
Project Title:					
Sponsor:					
Year 1		Start Date:		End Date:	
Category	Description	Quantity or Base	Unit	Price or Rate	Total
<b>Personnel</b>					
<b>Staff</b>					
TBD	Petaluma LEA Lead Stipend	1.00		5,000.00	5,000
TBD	Mentor Teacher Lead Extended Pay Day	1.00	lead	800.00	800
TBD	Site Leader Stipends	4.00		1,500.00	6,000
<b>Total Personnel</b>					<b>\$ 11,800</b>
<b>Equipment</b>					
Computer Use					
Equipment Rental					
Equipment > \$5000					
Non-Cap Equipment < \$5000					
<b>Travel</b>					
Mileage					
Reimbursable Travel					
Training & Conference Reg					
Travel In State					
Travel Out of State					
<b>Services and Incentives</b>					
Subawards					
Contractual Services					
Non-Contractual Services					
Participant Stipends					
Professional Services					
Tuition & Fees					
<b>Materials and Supplies</b>					
Expenses Other					
Supplies					
Instructional Materials					
<b>Other</b>					
Postage & Courier					
Printing and Copying					
Records Searches					
Repairs and Maintenance					
Subscriptions					
Telephone Usage					
Watering					
<b>Total Direct Costs (that can be charged IDC)</b>					<b>15,508</b>
<b>Excluded Direct Costs</b>					
					-
<b>Total Direct Costs</b>					<b>\$ 15,508</b>
<b>Indirect Costs (IDC)/Program Administration Fees</b>		Other - % of IDC			
			\$15,508	5.30%	\$ 822
<b>TOTAL PROJECT COSTS</b>					<b>\$ 16,330</b>

**Petaluma City Schools**

CRP Year 2 - 2015-2016

Principal Investigator: Tony Hua  
 Project Title: 0  
 Sponsor: 0

Year 2  
 Category: Start Date: End Date:

Category	Description	Quantity or Base	Unit	Price or Rate	Total
<b>Personnel</b>					
<b>Staff</b>					
TBD	Petaluma LEA Lead Stipend	1.00		5,000.00	5,000
TBD	Mentor Teacher Lead Extended Pay Day	1.00	lead	800.00	300
TBD	Site Leader Stipends	4.00		1,500.00	6,000
<b>Total Personnel</b>				<b>\$</b>	<b>11,800</b>

<b>Equipment</b>					
Computer Use					
Equipment Rental					
Equipment > \$5000					
Non-Cap Equipment < \$5000					
<b>Travel</b>					
Mileage					
Reimbursable Travel					
Training & Conference Reg					
Travel In State					
Travel Out of State					
<b>Services and Incentives</b>					
Subawards					
Contractual Services					
Non-contractual Services					
Participant Stipends					
Professional Services					
Union & Fees					
<b>Materials and Supplies</b>					
Expenses Other					
Supplies					
Instructional Materials					
<b>Other</b>					
Postage & Courier					
Printing and Copying					
Records Searches					
Repairs and Maintenance					
Subscriptions					
Telephone Usage					
Training					
<b>Total Direct Costs (that can be charged IDC)</b>				<b>\$</b>	<b>15,508</b>

<b>Excluded Direct Costs</b>					
<b>Total Direct Costs</b>				<b>\$</b>	<b>15,508</b>

<b>Direct Costs (IDC)/Program Administration Fees</b>	Other: % of IDC	\$15,508	5.30%	\$	822
<b>TOTAL PROJECT COSTS</b>				<b>\$</b>	<b>16,330</b>

Principal Investigator: Tony Hua  
 Project Title: 0  
 Sponsor: 0

Year 3  
 Category: Start Date: End Date:

Description	Quantity or Base	Unit	Price or Rate	Total
<b>Personnel</b>				
<b>Staff</b>				
TBD	Petaluma LEA Lead Stipend	1.00	5,000.00	5,000
TBD	Mentor Teacher Lead Extended Pay Day	1.00 lead	800.00	800
TBD	Site Leader Stipends	4.00	1,500.00	6,000
<b>Total Personnel</b>				<b>\$ 11,800</b>

<b>Equipment</b>				
Computer Use				
Equipment Rental				
Equipment > \$5000				
Low-Cap Equipment < \$5000				
<b>Travel</b>				
Mileage				
Reimbursable Travel				
Training & Conference Reg				
Travel In State				
Travel Out of State				
<b>Services and Incentives</b>				
Subawards				
Contractual Services				
Non-contractual Services				
Participant Stipends				
Professional Services				
Union & Fees				
<b>Materials and Supplies</b>				
Expenses Other				
Supplies				
Instructional Materials				
<b>Other</b>				
Postage & Courier				
Printing and Copying				
Records Searches				
Repairs and Maintenance				
Subscriptions				
Telephone Usage				
Training				

**Total Direct Costs (that can be charged IDC) 15,508**

<b>Included Direct Costs</b>				
<b>Total Direct Costs</b>				<b>\$ 15,508</b>

**Direct Costs (IDC)/Program Administration Fees** Other % of IDC \$15,508 5.30% \$ **822**

**TOTAL PROJECT COSTS \$ 16,330**

Principal Investigator:	Tony Hua
Project Title:	0
Sponsor:	0

Year 4	Start Date:	End Date:			
Category	Description	Quantity or Base	Unit	Price or Rate	Total

<b>Personnel</b>					
<b>Staff</b>					
TBD	Petaluma LEA Lead Stipend	1.00		5,000.00	5,000
TBD	Mentor Teacher Lead Extended Pay Day	1.00	lead	800.00	800
TBD	Site Leader Stipends	4.00		1,500.00	6,000
<b>Total Personnel</b>				<b>\$</b>	<b>11,800</b>

<b>Equipment</b>					
Computer Use					-
Equipment Rental					-
Equipment > \$5000					-
Non-Cap Equipment < \$5000					-
<b>Travel</b>					
Mileage					-
Reimbursable Travel					-
Training & Conference Reg					-
Travel In State					-
Travel Out of State					-
<b>Services and Incentives</b>					
Subawards					-
Contractual Services					-
Non-contractual Services					-
Participant Stipends					-
Professional Services					-
Tuition & Fees					-
<b>Materials and Supplies</b>					
Expenses Other					-
Supplies					-
Instructional Materials					-
<b>Other</b>					
Postage & Courier					-
Printing and Copying					-
Records Searches					-
Repairs and Maintenance					-
Subscriptions					-
Telephone Usage					-
Watering					-
<b>Total Direct Costs (that can be charged IDC)</b>					<b>15,508</b>

<b>Excluded Direct Costs</b>					-
<b>Total Direct Costs</b>				<b>\$</b>	<b>15,508</b>

<b>Indirect Costs (IDC)/Program Administration Fees</b>	Other - % of IDC	\$15,508	5.30%	\$	<b>822</b>
<b>TOTAL PROJECT COSTS</b>				<b>\$</b>	<b>16,330</b>

<b>Clark County Schools</b>					
<b>Principal Investigator:</b>	Tony Hua				
<b>Project Title:</b>	0				
<b>Sponsor:</b>	0				
<b>Year 5</b>					
<b>Category</b>	<b>Description</b>	<b>Quantity or Base</b>	<b>Unit</b>	<b>Start Date:</b>	<b>End Date:</b>
<b>Personnel</b>				<b>Price or Rate</b>	<b>Total</b>
<b>Staff</b>					-
<b>Total Personnel</b>					\$ -
<b>Equipment</b>					-
Computer Use					-
Equipment Rental					-
Equipment > \$5000					-
Non-Cap Equipment < \$5000					-
<b>Travel</b>					-
Reimbursable Travel					-
Training & Conference Reg					-
Travel In State					-
Travel Out of State					-
<b>Services and Incentives</b>					-
Awards					-
Contractual Services					-
Non-contractual Services					-
Participant Stipends					-
Professional Services					-
Union & Fees					-
<b>Materials and Supplies</b>					-
Expenses Other					-
Supplies					-
Instructional Materials					-
<b>Other</b>					-
Postage & Courier					-
Printing and Copying					-
Records Searches					-
Repairs and Maintenance					-
Subscriptions					-
Telephone Usage					-
Training					-
<b>Total Direct Costs (that can be charged IDC)</b>					-
<b>Excluded Direct Costs</b>					-
<b>Total Direct Costs</b>					\$ -
<b>Indirect Costs (IDC)/Program Administration Fees</b>	Other % of TDC		\$0	5.30%	\$ -
<b>TOTAL PROJECT COSTS</b>					\$ -

Principal Investigator: Tony Hua

Project Title:

Sponsor:

Budget Summary

Category	Year 1	Year 2	Year 3	Year 4	Year 5	Cumulative
	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost	Total Cost
<b>Personnel</b>						
<b>Faculty</b>						
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Staff</b>						
TBD	5,000	5,000	5,000	5,000	-	20,000
TBD	800	800	800	800	-	3,200
TBD	6,000	6,000	6,000	6,000	-	24,000
	-	-	-	-	-	-
<b>Students</b>						
Graduate	-	-	-	-	-	-
Undergraduate	-	-	-	-	-	-
Bridge	-	-	-	-	-	-
<b>Total Personnel</b>	<b>11,800</b>	<b>11,800</b>	<b>11,800</b>	<b>11,800</b>	-	<b>47,200</b>
<b>Fringe Benefits and Risk</b>						
<b>Faculty</b>						
	-	-	-	-	-	-
	-	-	-	-	-	-
	-	-	-	-	-	-
<b>Staff</b>						
TBD	-	-	-	-	-	-
TBD	-	-	-	-	-	-
TBD	3,708	3,708	3,708	3,708	-	14,832
	-	-	-	-	-	-
<b>Students</b>						
Graduate	-	-	-	-	-	-
Undergraduate	-	-	-	-	-	-
Bridge	-	-	-	-	-	-
<b>Total Fringe</b>	<b>3,708</b>	<b>3,708</b>	<b>3,708</b>	<b>3,708</b>	-	<b>14,832</b>
<b>Total SWFB</b>	<b>15,508</b>	<b>15,508</b>	<b>15,508</b>	<b>15,508</b>	-	<b>62,032</b>
<b>Equipment</b>						
Computer Use	-	-	-	-	-	-
Equipment Rental	-	-	-	-	-	-
Equipment > \$5000	-	-	-	-	-	-
Non-Cap Equipment < \$5000	-	-	-	-	-	-
<b>Travel</b>						
Mileage	-	-	-	-	-	-
Reimbursable Travel	-	-	-	-	-	-
Training & Conference Reg	-	-	-	-	-	-
Travel In State	-	-	-	-	-	-
Travel Out of State	-	-	-	-	-	-
<b>Services and Incentives</b>						
Subawards	-	-	-	-	-	-
Contractual Services	-	-	-	-	-	-
Non-contractual Services	-	-	-	-	-	-
Participant Stipends	-	-	-	-	-	-
Professional Services	-	-	-	-	-	-
Tuition & Fees	-	-	-	-	-	-
<b>Materials and Supplies</b>						
Expenses Other	-	-	-	-	-	-
Supplies	-	-	-	-	-	-
Instructional Materials	-	-	-	-	-	-
<b>Other</b>						
Postage & Courier	-	-	-	-	-	-
Printing and Copying	-	-	-	-	-	-
Records Searches	-	-	-	-	-	-
Repairs and Maintenance	-	-	-	-	-	-
Subscriptions	-	-	-	-	-	-
Telephone Usage	-	-	-	-	-	-
Catering	-	-	-	-	-	-
<b>Total Direct Costs (that can be charged IDC)</b>	<b>15,508</b>	<b>15,508</b>	<b>15,508</b>	<b>15,508</b>	-	<b>62,032</b>
<b>Total Excluded Direct Costs</b>	-	-	-	-	-	-
<b>Total Direct Costs</b>	<b>15,508</b>	<b>15,508</b>	<b>15,508</b>	<b>15,508</b>	-	<b>62,032</b>
<b>Total Indirect Costs</b>	<b>822</b>	<b>822</b>	<b>822</b>	<b>822</b>	-	<b>3,288</b>
<b>TOTAL PROJECT COSTS</b>	<b>16,330</b>	<b>16,330</b>	<b>16,330</b>	<b>16,330</b>	-	<b>65,320</b>

Match / Cost Share

80% of Total Amount Requested:

52,256

Year	Description	Total
	1 Jason Sutter, Residency Coordinator	7,000
	1 LEA Site Leaders	6,100
	2 Jason Sutter, Residency Coordinator	7,000
	2 LEA Site Leaders	6,100
	3 Jason Sutter, Residency Coordinator	7,000
	3 LEA Site Leaders	6,100
	4 Jason Sutter, Residency Coordinator	7,000
	4 LEA Site Leaders	6,100
	Project Total Match:	52,400

<b>Contract DUE BACK BY:</b>	<b>Jul 31, 2024</b>
<b>CM Contract #</b>	<b>5194</b>
<b>Date of Contract:</b>	<b>Jun 28, 2024</b>

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

**Contract  
between**

**Community Matters** - A California Not For Profit Corporation

**and Maria Carrillo High School**

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

6975 Montecito Blvd  
 Santa Rosa CA 95409  
 707) 890-3820  
 hereinafter referred to as "Client"

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

**CM Will Deliver** the services outlined below:

Service Code	Service Name and Description	Cost
SSAXM/H	<b>Expansion Mid/High - Safe School Ambassadors Training &amp; Support</b>	<b>\$7,500.00</b>
	For: Maria Carrillo High School Santa Rosa CA	
	On: November 4-5, 2024	
	Times: 2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults	
	Deliverables: 1) Provide 2 days of on-site training for 35-40 NEW Safe School Ambassadors and 5 - 7 adults; on Day 2 schools may add up to 12 previously trained veteran Ambassadors and Program Adults. (1:6 adult to student ratio for each day) 2) Provide program materials for all training participants. Includes post training support for implementation of program. 3) Provide up to 2 hours of program implementation support by phone, web and email.	
	24 Sonoma County Office of Education (SCOE funded)	-\$7500.00
<b>Service Subtotal:</b>		<b>\$0.00</b>

<b>Contract</b>	
<b>DUE BACK BY:</b>	<b>Jul 31, 2024</b>
<b>CM Contract #</b>	<b>5194</b>
<b>Date of Contract:</b>	<b>Jun 28, 2024</b>

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

**Client Will** fulfill the following obligations:

- Ensure a school or district employee will provide supervision at all times when the CONSULTANT has contact with pupils.
- Return this contract by 7/31/2024 to guarantee CM's availability for the Service(s) on the above date(s). Otherwise, all prior agreements may be voided.

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

Total Price:	\$7,500.00
Total Awards	-\$7,500.00

**Rescheduling or Cancellation:**

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

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

**Grand Total:            \$0.00**

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


**Signatures**

For Community Matters



LeeAnn Lichnovsky  
Date: 6/28/2024

For Client

Signature:  \_\_\_\_\_ Date: 09/05/2024  
Lisa August (Sep 5, 2024 19:56 PDT)  
Name: Lisa August Title: Associate Superintendent  
Organization: Maria Carrillo High School

**Attachments**

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN SONOMA COUNTY JUNIOR COLLEGE DISTRICT AND  
SANTA ROSA CITY SCHOOLS**

This Memorandum of Understanding (“MOU”) is made on August 19, 2024, between the Sonoma County Junior College District (“College”) and Santa Rosa City Schools (“SRCS”).

**RECITALS**

WHEREAS, SRCS strives to provide high-quality American Sign Language (“ASL”) instruction and inclusive opportunities for students who are Deaf and Hard of Hearing (“DHH”).

WHEREAS, there is a lack of educational support for DHH students and families in Sonoma County.

WHEREAS, the College seeks to partner with community organizations to offer high-quality instructional programs for Sonoma County residents, and SRCS desires to partner with the College for that purpose; and

WHEREAS, it is the intent of the parties to work collaboratively on the development and implementation of instructional ASL programming;

THEREFORE, the parties agree as follows:

**1. College’s Responsibilities.**

SRJC will provide up to 30 hours per week of in-person ASL instruction.

SRJC will provide up to 5 hours per week of prep time and collaboration.

SRJC will invoice SRCS for hours of services provided at the end of each month during the term specified below.

**2. SRCS’ Responsibilities.**

SRCS will pay SRJC for the cost of services provided, including salary, benefits and 5% overhead rate, up to an hourly rate of \$100.00, upon receipt of invoice. The total invoiced amount for this agreement may not exceed \$100,000.00.

**3. Term.** This MOU shall be effective beginning September 17<sup>th</sup>, 2024, through June 30<sup>th</sup>, 2025.

**4. Termination.** Either party may terminate this MOU by providing 30 days' written notice to the other party. If the MOU is terminated early pursuant to this provision, SRCS shall pay the College for services satisfactorily rendered and for contractual obligations incurred prior to notice of termination.

**5. GENERAL PROVISIONS**

**A. Notice.** All notices, requests, demands, amendments, modifications, bills, or payments under this MOU shall be in writing. Notice shall be sufficient for all such purposes if personally delivered or sent by first class, registered or certified mail; or sent by facsimile transmission with written confirmation of receipt by recipient. Notice is effective upon personal delivery, two days after deposit in mail, or upon confirmed receipt by recipient.

SRCS

Santa Rosa City Schools  
211 Ridgway Ave.  
Santa Rosa, CA 95401  
ATTN: Lisa August

College

Sonoma County Junior College District  
1501 Mendocino Ave.  
Santa Rosa, CA 95401  
ATTN: Kate Jolley

**B. Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this MOU, in part or in whole, without the other party's prior written consent. This MOU is binding on the heirs, successors, and permitted assigns of the parties hereto.

**C. Third Party Beneficiaries.** There are no intended third-party beneficiaries to this MOU.

**D. Nondiscrimination.** Both parties shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this MOU are incorporated by this reference.

**E. Choice of Law and Venue.** This MOU shall be governed by California law, and venue shall be in the County of Sonoma, California, and no other place.

**F. Severability.** If any provision of this MOU is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the MOU shall remain in full force and effect.

**G. Amendment.** No supplement, amendment, or modification of this MOU shall be binding unless it is in writing duly authorized and signed by the parties to this MOU.

**H. Provisions Deemed Inserted.** Every provision of law required to be inserted in this MOU shall be deemed to be inserted, and this MOU shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this MOU shall be amended to make the insertion or correction.

**I. Entire Agreement.** This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this MOU and supersedes all prior written or oral understandings or agreements of the parties.

**J. Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure,

right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

- K. Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability (“Force Majeure Event”), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.
- L. Headings.** The headings in this MOU are included for convenience only and shall neither affect the construction or interpretation of any provision in this MOU nor affect any of the rights or obligations of the parties to this MOU.
- M. Execution in Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- N. Authorization.** Each individual executing this MOU, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the entity which he/she represents.
- O. Independent Contractor.** The college, in the performance of this MOU, shall be and act as an independent contractor. College understands and agrees that all of its employees shall not be considered officers, employees or agents of SRCS, and are not entitled to benefits of any kind or nature normally provided employees of the SRCS and/or to which SRCS’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. College assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this MOU.
- P. Mutual Indemnification** Each party (individually herein as “Indemnifying Party”) shall indemnify, defend, and hold harmless to the full extent permitted by law, the other party, its governing body, officers, agents, employees, and volunteers (collectively, “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 Indemnifying Party’s performance or failure to comply with any of its obligations under this MOU, except such Liability caused by or arising from the sole negligence or willful misconduct of the Indemnified Party.
- Q. Dispute Resolution.** The parties agree to make a good faith effort to resolve any dispute arising from or relating to this MOU through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

IN WITNESS WHEREOF, the parties agree to the foregoing:

SANTA ROSA CITY SCHOOLS:

  
Lisa August (Sep 7, 2024 09:07 PDT)  
\_\_\_\_\_  
Lisa August, Associate Superintendent

Date: 09/07/2024

SANTA ROSA JUNIOR COLLEGE DISTRICT:

\_\_\_\_\_  
Kate Jolley, Vice President, Finance and  
Administrative Services

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