

**ADDENDUM TO CONTRACT**

Between

Soliant Health LLC.

And

Santa Rosa City Schools

\*\*\*\*\*

This addendum to the original contract with Soliant Health LLC. approved on 8/14/2024, to provide Remote Speech & Language Pathologist & School Psychologist to Santa Rosa City Schools.

The contract, under Item 3. Compensation, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$425,000.00 dollars (Four Hundred Twenty Five Thousand dollars) This is an increase of \$253,600.00 (Two Hundred Fifty Three Six Hundred Thousand dollars).

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

\_\_\_\_\_.

Contractor's Name **Soliant Health, LLC**

By: \_\_\_\_\_ *Israel Childs*

Name: \_\_\_\_\_ **Israel Childs**  
Managing Director  
December 04, 2024 17:31 UTC  
IP: 166.198.157.41

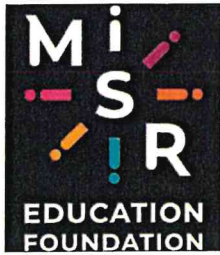
Date: \_\_\_\_\_

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

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

Lisa August  
Associate Superintendent

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



Made **iN** Santa Rosa  
**EDUCATION FOUNDATION**  
211 Ridgway Avenue  
Santa Rosa, CA 95401  
Phone: (707) 888-4153  
www.MadeinSantaRosa.org

### ELITE Early Literacy Program

In partnership with Brook Hill Elementary in the Santa Rosa City Schools District, Made in Santa Rosa Education Foundation (MiSREF) and the Sonoma County Office of Education (SCOE)

ELiTE will begin on January 14th and end on March 11th. The responsibilities for each partner are outlined below.

#### MiSREF will provide the following:


- The ELiTE program consists of two units - Identity and Diversity
- Both units are encompassed within one 8 week session, twice per week for a total of 16 classes
- Each class will run for a duration of 90 minutes
- Teachers are paid for a total of 24 teaching hours plus 2 hours of preparation time for a total of 26 paid hours
- Instructional aides are paid for a total of 32 hours - two aides per unit for a total of 64 hours.
- The culturally responsive books used in the ELiTE literacy program
- One instructional aide

#### SCOE will provide the following:

- ELiTE curriculum development and support
- Some supplies and materials

#### School and District will provide the following:

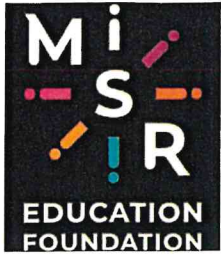
- Teacher and one instructional aide
- Principal will collect the timecards and to submit to the district office for payment to the teacher and instructional aides
- The district will invoice Made in Santa Rosa Education for the cost of timecard amounts
- **As stated above, the total cost for the teacher and two instructional aides shall not exceed \$3,408 for the duration of the enrichment.**

  
Lisa August (Dec 6, 2024 10:52 PST)  
\_\_\_\_\_  
Principal Signature

12/06/2024  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Made in Santa Rosa Education Foundation  
Executive Director Signature

12/3/24  
\_\_\_\_\_  
Date



Made **iN** Santa Rosa  
**EDUCATION FOUNDATION**

211 Ridgway Avenue  
Santa Rosa, CA 95401  
Phone: (707) 888-4153  
[www.MadeinSantaRosa.org](http://www.MadeinSantaRosa.org)

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Sonoma County Office of Education  
Deputy Superintendent

December 3, 2024

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Date

# Educational Strategic Planning LLC

December 18, 2024

To: Dr. Daisy Morales, Santa Rosa City Schools (SRCS) District Superintendent  
From: Dr. William Gillaspie, Executive Officer, Educational Strategic Planning LLC  
Subject: Request SRCS Board of Trustee's to Approve Addendum to contract

The Santa Rosa City School Board of Trustee's entered into agreement with Educational Strategic Planning August 28, 2024, to perform a special education study that summarizes the following objectives:

**Review the Effectiveness of Special Education Delivery System:**

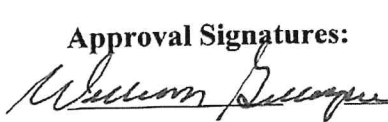
- Examined the efficiency and effectiveness of the current special education services.
- Review both the fiscal and programmatic aspects to ensure they meet student needs.

All study objectives have been meet and Dr. Morales received a final copy of the report on November 26, 2024. Final report is one file at the district office.

The administrative team has approved an amendment to the contract (agreement) to include an additional \$2,000 for Dr. Gillaspie to present a PowerPoint to the Board of Trustees on January 8, 2025. There will be no extra charges for hotel, travel, meals, or transportation.

**Action Requested:** Admen approved Contract (Agreement) to include additional \$2,000 for Dr. Gillaspie to present PowerPoint to Board of Trustee's January 8, 2025.

**Approval Signatures:**

 12/18/2024

William Gillaspie      Date

Educational Strategic Planning

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

\_\_\_\_\_  
Date

Associate Superintendent Business Services

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of November 13, 2024 by and between the Synopsys Silicon Valley Science & Technology Outreach Foundation (the "Foundation") and the Santa Rosa Middle School ("Grantee") and sets forth a framework regarding the sponsorship of field trip to the Exploratorium. The Foundation will make a sponsorship grant to the Grantee totaling \$2,500 for the field trip to the Exploratorium (the "Grant"). Grantee acknowledges that the Grant is conditioned on the terms and conditions of this MOU. In consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. The Grantee agrees that it will use the Grant for the purposes described above. The Grantee shall immediately repay to the Foundation any portion of the Grant funds which is spent or committed for any purpose other than the purpose for which the Grant was made. Grantee shall use all Grant funds provided under this MOU solely for its charitable and educational purposes, and shall not use any portion of the Grant funds to attempt to influence legislation, to influence the outcome of any specific election for candidates to public office, or to carry on, directly or indirectly, a voter registration drive, within the meaning of applicable provisions of the Internal Revenue Code and its accompanying regulations. Grantee shall not use any portion of the Grant funds to compensate any person who serves on the boards of directors of both the Grantee and the Foundation.
2. The Grantee agrees to hold the Foundation, its officers, agents, employees, volunteers, licensors and affiliates (including Synopsys, Inc.) harmless against any claims (including negligence or any other causes of action) arising from or in connection with (a) any act or omission of Grantee, its employees, volunteers, or agents, (b) the field trip to the Exploratorium, or (c) Grantee's performance of any part of this MOU.
3. The Grant will be paid as follows:  
  
**Beginning on or around November 13, 2024: one (1) payment of \$2,500**
4. The Grantee agrees that all publicity and collateral materials for the field trip to the Exploratorium will include the Foundation logo, preceded by the phrase "sponsored by." Grantee shall make no other use of the Foundation's name or logo without the Foundation's prior permission.
5. The Grantee agrees to complete a STEM Opportunity Fund Report (provided by the Foundation) and to provide it to the Foundation no later than August 31, 2025. Such a report will contain statistics on student participation in the field trip to the Exploratorium.
6. Unless otherwise agreed by the Foundation, Grantee agrees to maintain the following insurance coverages throughout the term of this MOU: (a) Commercial General Liability (CGL) with a limit of one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate for bodily injury and property damage, (b) Automobile Liability for owned, hired and non-owned vehicles for bodily injury, including death and property damage with limits of one million dollars (\$1,000,000) each accident combined single limit, and (c) Workers Compensation covering Grantee's employees to the extent required by law.
7. Grantee further agrees to name the Foundation and its officers, directors, and employees as additional insureds under the applicable insurance policies mentioned herein and to provide a certificate of such insurance upon request.
8. This MOU shall be for a term of one year from the Effective Date.
9. The parties agree that this MOU does not create an agency, partnership, employment or joint venture relationship between the parties.
10. The Foundation may terminate this MOU, with or without cause, at any time upon thirty (30) days' written notice to Grantee.
11. This MOU shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of laws principles.
12. Each individual signing this MOU warrants and represents that the individual has full authority to execute this MOU on behalf of the party on whose behalf he or she signs.
13. All notices required under this MOU shall be in writing and shall be delivered to the following addresses, which may be modified in writing from time-to-time by a party:

If to Foundation, at: Synopsys Silicon Valley Science & Technology Outreach Foundation  
c/o Lauren Foote, CEO  
PO Box 1341  
Los Gatos, CA 95031

If to Grantee, at: Santa Rosa Middle School  
c/o Becky Blessing  
500 E Street  
Santa Rosa, CA, 95404

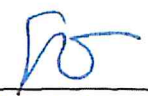
14. This MOU shall supersede any prior oral or written understandings or communications between the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This MOU may not be amended or modified, except in a writing signed by both parties hereto. This MOU may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, this MOU is made and intended to be effective as of the Effective Date.

Synopsys Silicon Valley Science & Technology Outreach Foundation

Santa Rosa Middle School

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

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

Lauren Foote

NAME: Sarah O'Connor

CEO, Synopsys Outreach Foundation

Representative Title: principal

# QUOTE



**Lexia Learning Systems LLC**  
300 Baker Avenue, Suite 202  
Concord, MA 01742 USA  
Phone: (978) 405-6200  
Fax: (978) 287-0062

**Quote #:** Q-660549-2  
**Created Date:** 10/23/2024

**Prepared By:** Alex Aguirre  
**Email:** alex.aguirre@lexialearning.com

**Quote To:**  
Santa Rosa City School Dist  
211 Ridgeway Avenue  
Santa Rosa, CA 95401 US

**Bill To:**  
Beatrice Gonzalez  
Santa Rosa City School Dist  
211 Ridgeway Avenue  
Santa Rosa, CA 95401 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
11/1/2024	10/31/2025	5	Lexia Core5 Reading Student Subscription	\$44.00	\$220.00

Total Price \$220.00  
Est. Tax \$0.00  
Total Due \$220.00

*If you are Tax-Exempt, please send a copy of your Tax-Exempt Certification with your PO. Please note that if you have previously provided this certificate to Voyager Sopris, we will need a new certificate issued to Lexia Learning Systems.*

**Fax or email Purchase Orders with quote number Q-660549-2 to the following:**

Attn: Alex Aguirre  
Email: alex.aguirre@lexialearning.com  
Fax: 978-287-0062

**PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.**

**TERMS AND CONDITIONS**

\*\*Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

**TERM**

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

**ORDER PROCESS**

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above or to [lexia\\_orders@lexialearning.com](mailto:lexia_orders@lexialearning.com). To pay with credit card, please send your contact information and quote number to [lexia\\_orders@lexialearning.com](mailto:lexia_orders@lexialearning.com)

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

#### ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.



## FACILITIES USE AGREEMENT

### General Information

This agreement is between Sonoma Academy and Montgomery High School. The School agrees to allow the User access to and use of the facilities described in this agreement, subject to the following conditions.

1. Sonoma Academy facilities are for the exclusive use of the school. At all times, Sonoma Academy academic and extra-curricular activities have priority use of all buildings and grounds. Should a scheduling conflict occur, SA activities will take precedence. The school will make every effort to avoid scheduling conflicts once a facility use agreement is in place, however SA acknowledges that unforeseen circumstances could result in modification, re-scheduling or cancellation of the agreement.
2. Sonoma Academy prohibits the use of alcoholic beverages of any kind at any location within the campus when students are present.
3. Sonoma Academy is a smoke-free, drug-free environment. Smoking, vaping or tobacco products of any kind are not allowed on campus at any time. Possession, use, or sale of drugs of any kind is not allowed on campus at any time.
4. Sonoma Academy expects the user to respect the school's property and ensure no damage occurs due to their use of campus. In addition, the user is expected to remove any items brought on campus, conduct a general clean-up and inspection, and confirm departure with the designated SA employee on campus.
5. Sonoma Academy expects the user to respect all posted signage, obey on-campus speed limits, park in designated areas only and ensure the safety of all participants while operating vehicles on campus.
6. Sonoma Academy expects the user to comply with all ordinances, statutes, and regulations of all local, state and federal authorities and agencies, including applying for and receiving their own sound permit or other local license.
7. The User shall hold harmless, defend, and indemnify the School, its Board of Trustees, officers, agents and employees from and against any and all claims, liability, loss, damage, and demands arising out of or resulting from use of the school facilities or resulting from any acts or omissions by the user or its agents, employees, guests, licensees, assignees or successors. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement. Sonoma Academy shall hold harmless, defend, and indemnify the User, its officers, agents and employees, from and against any liability, claim, action, cost, damage or loss for injury including death to any person or damage to any property arising out of Sonoma Academy's negligence. This obligation shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement.

8. The User is obligated to furnish Sonoma Academy with a Certificate of Insurance that will provide a minimum of \$1 million per occurrence, \$2 million aggregate liability coverage. Sonoma Academy is to be named as "additional insured" and included in a waiver of subrogation with regard to general liability and workers' compensation.


LOGISTICS & COST			
Start date / end date / dates	Dec. 19, 2024		
Day(s) of the week	Thursday		
Start time / end time	4:00 – 9:30 PM		
Estimated attendance	250 students & parents		
Space(s) authorized for use	PAC main stage, green room		
Other information:	Piano, choir risers, sound system		
Parking	Yes		
Cost	5.5 hours	*special	<b>\$750</b>

Please advise if User requires an invoice for payment. If this agreement is sufficient for payment purposes, please direct your payment by check to:

Sonoma Academy  
 Attn: Accounts Receivable  
 2500 Farmers Ln  
 Santa Rosa, CA 95404

Signatures

  
 Dana Alexander  
 Montgomery High School

  
 Rebecca B Brown, Chief Operating Officer  
 Sonoma Academy

11-14-24  
 Date

11/14/2024  
 Date

*Once signed and received by the School, a fully executed copy will be returned to the User*



INVOICE NO.	INVOICE DATE
3788287	11/6/2024
PURCHASE ORDER NO.	LICENSE NO.
	83293500
Terms:	
<b>Invoice is due and payable upon receipt</b>	

We accept Visa, Mastercard, American Express and Discover. Please call 800-876-5445 to make your payment today.

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Hidden Valley Elementary  
3435 Bonita Vista Ln  
Santa Rosa, CA 95404-1823  
United States

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Hidden Valley Elementary  
Brad Coscarelli, Principal  
3435 Bonita Vista Ln  
Santa Rosa, CA 95404-1823  
United States

**LICENSE**

**PUBLIC PERFORMANCE SITE LICENSE** covering legal use of movies from 12/06/24 - 12/05/25 within the school facilities of:

**\$578.00**

Hidden Valley Elementary School

\$578.00

<b>Pay This Total</b>	<b>\$578.00</b>
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Inquiries: Toll-Free (800) 876-5445 or Fax (877) 876-9873  
Or e-mail: mail@movlic.com

Federal Tax ID# 43-1382264

Public Performance Site License to exhibit Motion Pictures legally at your school. A list of the studios covered is listed on the latest copy of your Site License.

TEAR HERE



**PLEASE MAIL THIS PORTION WITH YOUR REMITTANCE TO:**

**2844 Paysphere Circle  
Chicago, IL 60674**

Please make check payable to Swank Movie Licensing USA

SITE LICENSE NUMBER:	83293500
INVOICE NUMBER:	3788287
TOTAL DUE:	\$578.00
INVOICE DATE:	11/6/2024



**CalStateTEACH**

*California State University  
Teacher Preparation Program*

**California State University's CalStateTEACH Program  
Memorandum of Understanding and Agreement  
For the Employment of University Students Who Have an Intern Credential**

This agreement is between the Santa Rosa City Schools ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Internship Program through which University students who hold an intern credential from the California Commission on Teacher Credentialing ("Paid Interns") will gain experience in the public school setting. This agreement does not apply to unpaid service learning placements that are part of a credentialing program.

**RECITALS**

CalStateTEACH operates a program for the education and training of candidates pursuing a California Preliminary Multiple Subject Teaching Credential with English Learner Authorization (ELA) and is accredited by the California Commission on Teacher Credentialing (CTC) with approval to offer intern options in these programs.

The District is authorized under Education Code 44320 et seq., to cooperate with institutions of higher education in providing training and experience to credential candidates who hold an intern credential ("Paid Intern").

One or more District employees who are credentialed, experienced faculty members at a District high school, middle school, or elementary school have agreed to be responsible for a class or classes assigned to a credential candidate and may be referred to below as mentor teachers.

University employs one or more experienced credentialed teachers, administrators, or faculty who have agreed to provide direct classroom supervision and support to credential candidates and mentor teachers. Such individuals may be referred to below as university supervisors.

**TERM OF THE AGREEMENT**

This Agreement shall remain in effect for a term of 3 years beginning January 1, 2025 and ending December 31, 2027, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

**CTC REQUIREMENTS FOR SUPPORT AND SUPERVISION OF INTERN TEACHERS**

In 2013, the California Commission on Teacher Credentialing (CTC) adopted policies that specify the number of hours of general support and supervision, as well as additional specific English learner support and supervision, which must be provided to Paid Interns. The regulations



(California Education Code §44321; 5 Cal. Code Reg. § 80033) were approved and made part of law effective 2014.

Under the approved regulations, the University and District must ensure:

- A minimum of 144 hours per year (**72 hours per semester**) of support/mentoring and supervision must be provided to each Paid Intern including coaching, modeling, and demonstrating within the classroom, assistance with course planning and problem-solving regarding students, curriculum, and development of effective teaching methodologies.
- **A minimum of two hours of support/mentoring and supervision must be provided to an intern teacher every five instructional days.**
- The District must identify a mentor or other designated individual who meets the Commission's specified criteria prior to a Paid Intern assuming daily teaching responsibilities.
- An additional 45 hours per year (23 hours per semester) of support/mentoring and supervision specific to meeting the needs of English learners is required for a Paid Intern who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-cultural, Language and Academic Development (CLAD) Certificate. The additional hours of support can be provided by the credential program and/or the district employed mentor. The individual(s) providing this support must hold a valid California Teaching Credential with a valid English Learner Authorization or Cross-cultural Language and Academic Development (CLAD) Certificate.

### **DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES**

1. Prior to the Paid Intern's first day as teacher of record, provide each Paid Intern with a certified, experienced district-employed mentor/liaison who will work collaboratively with the University Supervisor to support the Paid Intern in achieving competency in the Teaching Performance Expectations. District will provide documentation of appropriate credentialing of district-employed supervisor as needed.
2. Identify a District-employed supervisor who serves as an evaluator for the Paid Intern.
3. Model balanced and comprehensive reading/language arts instruction; effectively teach the state-adopted core curriculum; and model instruction based on the state-adopted academic content standards:
  - a. Phonics and structured reading development
  - b. Incorporation of California Dyslexia Guidelines
  - c. Incorporation of elements of California Comprehensive Plan
4. Provide new teacher orientation, on-going support and other clinical/ professional experiences for Paid Interns teaching in the District's schools under the supervision of a district-employed mentor/liaison.
5. Provide release time for participation in district group/regional group meetings and professional development activities including time to observe other exemplar teachers teaching in their classrooms.
6. District will immediately notify University if the District has knowledge of or suspects any professional or ethical violations by a Paid Intern. University will

- cooperate with District in any investigation concerning the reported violation.
7. District will instruct intern in school policies regarding child abuse reporting, sexual harassment, and professional conduct.
  8. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local governmental directives regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed, or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the CalStateTEACH Regional Director.

### **UNIVERSITY DUTIES**

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the intern.
2. University will guarantee that Paid Interns have met California Commission for Teacher Credentialing (CTC) requirements for an intern credential (Certificate of Clearance, basic skills competence, subject matter competence, negative tuberculosis test, U.S. Constitution) and University requirements (satisfactory completion of course work that meets the CTC pre-service requirement, a copy of the district offer of employment) prior to recommending the candidate for an intern credential.
3. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
4. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Paid Intern in the school. District will cooperate with the University in any investigation concerning the reported violation.
5. University will guarantee that the Paid Intern and university supervisors have appropriate TB and fingerprinting clearance.
6. University will instruct Paid Interns in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
7. University supervisors will conduct systematic and regular observations of Paid Interns' performances in the District's classrooms.
8. University supervisors will confer regularly with district-employed mentor/liaison and with the site administration through meetings, telephone calls, and/or e-mail.

### **UNIVERSITY SUPERVISOR AND DISTRICT-EMPLOYED MENTOR/LIAISON RESPONSIBILITIES**

1. Collaborate to ensure that the Paid Intern receives a minimum of two hours of support/mentoring and supervision every five instructional days.
2. Collaborate to ensure that the Paid Intern receives specific support and supervision in addressing the needs of English Language Learners.
3. Use the list of activities that satisfy CTC support and supervision requirements to assist the Paid Intern in identifying and participating in a broad range of experiences to support his/her growth as a teacher.
4. Assist the Paid Intern in creating networks with faculty, staff, and administrators who

can provide additional support.

#### **PAID INTERN RESPONSIBILITIES**

1. Document required hours weekly.
2. Have the required hours verified by both the University Supervisor and District-employed mentor/liaison to ensure that he/she is receiving the required support/mentoring and supervision.

#### **DISTRICT DISCRETION**

It is at the sole discretion of the District to hire a University candidate for a Paid Intern position and to terminate the assignment in accordance with District policies and procedures. The District will notify the University of any Review that could result in termination. The University will notify the CTC to withdraw the intern credential of a Paid Intern who is terminated by the District.

#### **LIABILITY INSURANCE**

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty Million Dollars (\$20,000,000) in aggregate throughout the course of this Agreement.

Further, University shall provide written notice that should any of the above described policies be canceled before the expiration thereof, notice will be delivered in accordance with the policy provisions.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall maintain automobile liability, general liability, workers' compensation and errors and omissions liability coverages for themselves and their respective employees. Errors or omissions liability coverage shall include coverage for negligence relating to alleged sexual misconduct and shall be on an occurrence basis. Automobile liability coverage must apply to owned, non-owned and hired automobiles. The required coverage may be provided by way of adequately documented individual or pooled self-insurance.



**CalStateTEACH**

*California State University  
Teacher Preparation Program*

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

District shall maintain workers' compensation coverage applicable to its employees, including Paid Interns.

### **INDEMNIFICATION**

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

### **ADDITIONAL PROVISIONS**

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall

- be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this \_\_\_\_\_ date of \_\_\_\_\_.

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School District Designee

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Brian Cotham, Director of Procurement and Support Services  
California State University's CalStateTEACH

TLC Child and Family Services  
SERVICE PARTNER AGREEMENT  
Functional Family Therapy for At-Risk and High Risk Youth and Families  
City of Santa Rosa CHOICE Grant Program

**I. Introduction**

This Service Partner Agreement (“Agreement”) stands as evidence that TLC Child and Family Services and Santa Rosa City Schools will work collaboratively toward the shared goal of providing support services and assistance to the students of Santa Rosa City Schools. The City of Santa Rosa CHOICE Grant Program’s goal is to strengthen developmental assets in youth exhibiting high risk behaviors to enable them to become productive members of society. Both parties believe that implementation of this program, as described herein, will further this goal. To this end, each party agrees to participate in this program and will uphold the agreements listed below.

**II. Program Description**

TLC Child and Family Services will offer Functional Family Therapy (FFT) to the students and families of Santa Rosa City Schools. FFT is an evidence-based, in-home, culturally and linguistically responsive brief family counseling model scientifically proven to support at-risk youth and families to address school-related challenges (e.g. truancy and behavior problems), substance abuse, mental health challenges, violence and gang involvement, and overall family functioning. The purpose of this program is to provide FFT as prevention services to strengthen youth ages 11-18 and their families through whole family support, reducing high risk behaviors while helping to improve family functioning and school attendance, engagement, and performance.

**III. TLC Child and Family Services Agrees to Provide:**

1. Administration of program
2. FFT-trained bilingual clinician
3. Background checks on program staff, attesting that all program staff have been cleared
4. FFT assessment materials
5. Informational presentations
6. FFT informative brochures
7. FFT services for approximately 7-10 youth and families per year of grant program

**IV. Santa Rosa City Schools Agrees to Provide**

1. Referral/recruitment of eligible participants
2. Meeting space
3. Grade/attendance/reason for referral information

**V. Term**

The term of this Agreement shall be effective from the date of approval and signatures by all parties through December 31, 2027.

**VI. Indemnification**

Each party is an independent entity, responsible for its acts and the acts of its officers, agents and employees. Consequently, each party agrees to indemnify, defend and hold harmless the other party, its officers, agents and employees from any and all loss, injury, liability, damages, claims, demands, suits, or judgments arising from the acts or omissions of its officers, agents, and employees in connection with the performance of this agreement.

**VII. Confidentiality**

The parties shall maintain the confidentiality of information gathered and all records generated during the period of this agreement pursuant to applicable Federal and State laws. This does not prohibit staff from reporting suspected neglect or abuse of participants to Child Abuse Reporting agencies as required by law.

**VIII. Notices**

Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, shall be in writing and may be served by personal delivery to the person or the office of the person identified below. Notices sent under this Agreement shall also be sent to the City of Santa Rosa. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

City of Santa Rosa:  
100 Santa Rosa Avenue, Room 3  
Santa Rosa, CA 95404

Santa Rosa City Schools:  
110 Stony Point Rd  
Santa Rosa, CA 95401

TLC Child and Family Services:  
1800 Gravenstein Hwy N  
Sebastopol, CA 95472

**IX. Signatures**

Signatures below signify approval of this Agreement.

\_\_\_\_\_  
Signature  Digitally signed \_\_\_\_\_ Date: \_\_\_\_\_  
by Susan Fette  
\_\_\_\_\_  
Print Name Date: 2024.12.17  
15:27:09 -08'00'

\_\_\_\_\_  
Signature of Authorized School District Representative Date: \_\_\_\_\_

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



December 13, 2024

Kelley Cook  
Director, Purchasing Services  
Santa Rosa City Schools  
110 Stony Point Road, Suite 225  
Santa Rosa, CA 95401

Re: Extension of Waste Collection, Recycling & Composting Services Agreement

Dear Ms. Cook,


Recology Sonoma Marin ("Recology") understands that Santa Rosa City Schools desires to renew its agreement with Recology for a new term expiration date of December 31, 2025. Recology agrees to renew the agreement for the additional year and the applicable rate for services effective January 1, 2025 are attached to this letter for your reference.

Thank you for the continued opportunity to support Santa Rosa City Schools and please let us know if you require any additional information.

Sincerely,

Logan Harvey

Acknowledgement:

  
\_\_\_\_\_  
Lisa August (Dec 17, 2024 16:46 PST)

Name: Lisa August, Associate Superintendent  
Santa Rosa City Schools

Contract Extension to be sent to Board of Education for Ratification on January 8, 2024

**Santa Rosa City Schools Pricing-SRCS Contract**  
**Monthly Prices by Service Level and Material - As of 1/1/25**  
**Effective 1/1/2025 - 12/31/2025**

Solid Waste							
Times per week	1 X	2 X	3 X	4X	5X	6X	
32 Gallon	\$ 22.19	\$ 43.10	\$ 64.01	\$ 84.93	\$ 105.84	\$ 126.75	
64 Gallon	36.13	70.98	105.84	140.69	175.55	210.40	
96 Gallon	50.07	98.87	147.66	196.46	245.25	294.05	
1.5 Yard	202.92	393.07	583.22	773.38	963.53	1,153.68	
2 Yard	248.18	482.31	716.45	950.58	1,184.72	1,418.85	
3 Yard	337.41	659.49	981.32	1,303.67	1,625.76	1,947.84	
4 Yard	428.05	838.10	1,248.15	1,658.08	2,068.26	2,478.18	
6 Yard	607.69	1,193.97	1,779.95	2,365.63	2,951.92	3,537.59	
20 Yard	253.45	per pick up plus disposal cost					
30 Yard	258.65	per pick up plus disposal cost					
Disposal/Ton	173.16						

Recycling							
Times per week	1 X	2 X	3 X	4X	5X	6X	
32 Gallon	\$ 6.19	\$ 11.83	\$ 17.48	\$ 23.13	\$ 28.78	\$ 34.42	
64 Gallon	8.54	16.53	24.52	32.52	40.51	48.51	
96 Gallon	11.35	21.26	31.62	41.97	52.33	62.69	
1.5 Yard	57.28	109.15	161.03	212.90	264.77	316.65	
2 Yard	65.25	124.55	183.85	243.15	302.45	361.75	
3 Yard	81.18	155.04	228.98	303.14	377.88	451.47	
4 Yard	97.01	186.02	274.64	364.04	453.05	541.70	
6 Yard	127.96	246.54	365.49	484.26	603.03	721.79	

Organics							
Times per week	1 X	2 X	3 X	4X	5X	6X	
32 Gallon	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
64 Gallon	-	-	-	-	-	-	
96 Gallon	-	-	-	-	-	-	
1.5 Yard	-	-	-	-	-	-	
2 Yard	-	-	-	-	-	-	
3 Yard	-	-	-	-	-	-	
4 Yard	-	-	-	-	-	-	
6 Yard	-	-	-	-	-	-	

Cart Contamination \$ 36.68 /occurrence  
 Bin Contamination 110.06 /occurrence  
 Lock Fee 11.28 /lock/month



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 North Bay Children's Center (NBCC) 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
\*\*\* Two or more persons, businesses, corporations, or organizations that will be partnering with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 01-6547-0-5730-1190-5100-198-5198 (First \$25,000)
Funding Category: Base Supplemental Concentration Restricted: Other: Special Education Early Intervention Preschool Grant

For Billing (if applicable): Bill to: Santa Rosa City Schools Billing frequency: monthly

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Eight (8) SDC students at Lewis Early Learning Academy. Four (4) preschool students at Steele Lane Elementary and four (4) at James Monroe Elementary.

Approved at Site by\*: Kateland Pinella Date: 10/10/2024

Departmental Approval\*\*: John Fischer Date: 10/11/2024

Contract Created by: Kateland Pinella, LELA Phone #: 707-890-3825 x 59105

Proposed Contract Start Date: July 1, 2024 Proposed Contract End Date: June 30, 2025

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

BUSINESS SERVICES USE ONLY

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

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

1. District will assess and identify students for Special Education and, as per student's Individualized Education Program (IEP), developed in accordance with IDEA, refer appropriate students to attend the NBCC Steele Lane site or the NBCC James Monroe site.
2. SRCS will pay a Part-Day Preschool Daily Rate (2 hours) of \$36.04/seat (including the amount for one meal) if the seats are not filled. The payment for reserved seats will be received within 30 days of receipt. The Part-Day Daily Rate amount is subject to increase based on increases in reimbursement rates from the California Department of Education.
3. District will provide the in-kind by assigning a special education assistant for 4 hours a day, 5 days a week, for a total of 20 hours per week.
4. District will work with NBCC to follow enrollment protocol by ensuring the child/family completes all enrollment procedures.
5. District will provide in-kind by assigning a Special Education Teacher for a minimum of 1 hour per week on site in collaboration/consultation with the NBCC Teacher to advise curriculum, services, accommodations/modifications, and other supports for the purpose of providing assistance for the student's success in the NBCC program.
6. District Special Education Teacher shall provide the student with direct service when a student needs that service, as identified in the student's IEP.
7. Under the guidance of the District Special Education Teacher, District Special Education Assistant shall provide additional support for the District students on a daily basis during the student's hour of attendance.
8. District shall ensure that the Special Education Assistant understands that it is their responsibility to safeguard confidential information they may see or hear during work and will not disclose any private information or even acknowledge awareness of information. ie: whether someone is a client.
9. District shall ensure that the Special Education Assistant understands to guard against exposing confidential information through conversations or leaving information exposed. Any breach of this policy will not be tolerated
10. District shall ensure that the Special Education Assistant may talk and share information with the families of the child they are working with, but only Head Start staff can talk to families about things pertaining to the other children in the classroom.
11. In case of the District Special Education Assistant's absence, the District will make every attempt to cover the absence with a substitute paraprofessional.
12. In the event that the Special Education Assistant is out, the Center Director must be notified by 7:30am, or as soon as possible.

13. District will let the Center Director know when a staff member, such as District Special Education Assistant's or Special Education Teacher, have resigned from their position as soon as possible.
14. District Service providers will provide direct support services (ie: Speech Therapy, Occupational Therapy, Adapter P.E.) when a student needs that service, as identified in the student's IEP.
15. District will provide tools and materials as identified by the child's IEP accommodations and program modifications.
16. District will invite the NBCC Teacher to participate in the IEP process and IEP meetings for each student.
17. District staff will provide meaningful collaborative interactions between NBCC and SRCS Special Day Class (SDC) students during extra-curricular activities (i.e. recess, art, music, etc.)
18. District students follow the District school calendar.
19. District in conjunction with NBCC shall be responsible for any communication to families. Ex: fire drills, district school calendar and holidays, staffing changes, staffing absences, IEP progress reports, DRDP testing results, ect.
20. This contract between North Bay Children's Center (NBCC) and Santa Rosa City Schools shall be reviewed on a yearly basis.

(b) CONTRACTOR's Responsibilities and Duties:

1. NBCC will save eight (8) seats for identified SRCS students for four (4) hours per school day. Four (4) seats at Steele Lane Elementary School and four (4) seats at James Monroe Elementary School.
2. NBCC will not deny access to school and/or service to any students in case of the District Special Education Assistant's absence or lack of substitute paraprofessional.
3. NBCC will work with the District to ensure identified students/families complete all classroom enrollment procedures.
4. NBCC shall provide high quality preschool classroom and curriculum. NBCC Teacher or Center Director shall meet with a District Special Education Teacher for a minimum of 1 hour per week on site to collaborate/consult on curriculum, services, accommodations/modifications, and other support for the purpose of providing assistance for the student's success in the classroom.
5. NBCC classroom Staff shall support all identified accommodations/modifications identified in the student's IEP.
6. The NBCC Teacher will participate in the IEP process and IEP meetings for each identified student.

7. The Center Director is in charge of the site and they make all decisions related to operations of the classroom.
8. NBCC will track daily attendance for each identified student and share this information with the District on a monthly basis. Classroom Staff will provide District notification if a student is absent for more than 5 consecutive days or has less than an 85% attendance rate.
9. NBCC will provide meaningful collaborative interactions between NBCC and SRCS Special Day Class (SDC) students during extra-curricular activities (i.e. recess, art, music, etc.)
10. This contract between North Bay Children's Center (NBCC) and Santa Rosa City Schools shall be reviewed on a yearly basis.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2024, and will continue through June 30, 2025, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed fifty one thousand eight hundred and ninety seven dollars and sixty cents (\$51,897.60). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

\$51,897.60 for eight (8) students 180 days SY at 36.04 per student per day

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. NBCC provides evidence-based school-readiness programs at the Steele Lane Elementary School and James Monroe Elementary School campuses designed to increase the number of preschool children entering kindergarten healthy and ready to learn. NBCC works closely with the elementary school partners on curriculum alignment along with opportunities for parent involvement in the school community.
2. NBCC uses the Desired Results Developmental Profile (DRDP) to track the progress of all the students and plan targeted activities where children will develop the necessary skills to reach the next developmental level. The expected, quantifiable outcome is for each child to demonstrate an increase in content knowledge across all curriculum areas. Students are assessed 60 days after their initial enrollment and again 6 months later. These areas of development include: social-emotional, cognitive, language and literacy, physical and nutrition education.
3. Through intentional planning, observations, detailed DRDP assessments, child-centered curriculum, and family partnerships and participation, District preschool teachers have

reported that children transitioning to kindergarten from NBCC Preschool are more prepared and ready to learn.

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>Priority 3- High Quality Staff</b>
	<b>Priority 4- Teaching and Learning Environment and Resources</b>
<b>X</b>	<b>Priority 5- Equity and Excellence</b>
<b>X</b>	<b>Priority 6- Family Engagement and Community Partnerships</b>
	<b>Priority 7- Sustainable Funding</b>

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

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

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

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and

costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 12. Termination:

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services

satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

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

**CONTRACTOR:**

Name: Kristina Sisseck, *Director*

Street: 932 C Street

City/State/Zip: Novato, CA 94949

Phone: 415-798-4043

Email: [ksisseck@nbcc.net](mailto:ksisseck@nbcc.net)

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 10th DAY OF OCTOBER, 2024.

**DISTRICT**

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

Lisa August

Associate Superintendent

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

707-890-3800 x80201

**AUTHORIZED SIGNER or CONTRACTOR**

Signature: *Kristina Sisseck*

Print Name: Kristina Sisseck

Title: Vice President of Programs

Email: ksisseck@nbcc.net

Phone: 209-777-3364