



**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 Kathleen Farrell, hereinafter referred to as "CONTRACTOR".

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

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

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

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

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source:** 01 - 6500 - 0-5710 -1110 - 5800 - 119 - 5198

**Funding Category:** ☐ Base ☐ Supplemental ☐ Concentration

X Restricted: \_\_\_\_\_ ☐ Other: \_\_\_\_\_

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

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

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

**Approved at Site by\*:** Janel Black Date: 9-22-2021

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

**Contract Created by:** Eugenia Chaparro/Lewis Early Learning Academy **Phone #:** 707-8903825 x59101  
Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** \_\_\_\_\_ **Proposed Contract End Date:** \_\_\_\_\_

**Requisition #:** R22-01425

**BUSINESS SERVICES USE ONLY**

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

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

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

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide tools, equipment and testing materials. If required, district will provide necessary guidance to Physical therapist.

Agency shall be liable for any district equipment not returned or damaged. Final payment may be withheld pending closing out of the account.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant shall provide individual Physical Therapy services, perform needed evaluations, and work collaboratively with director, principals, teachers/school staff and parents.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2021, and will continue through June 30, 2022, 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 eleven thousand Dollars (\$11,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of monthly/bi-monthly/weekly invoices. Parties agree vendor shall be paid \$ 93.10/hour at \_\_\_\_\_ hours/week.

Any hours in excess of the above hours must be pre-approved by Special Services Administrator.

"Non-Solicitation Clause: The District Agrees not to solicit the contractor for the term of this contract. If at the termination of this contract the District and the Contractor mutually agree to enter into an employment arrangement, the District shall not be required to pay the Vendor a service fee due to agreeing to increased fees for the 2020-2021 school year."

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?):



- Contractor shall keep a log of activities including, but no limited to testing and observations conducted. Payment for any invoice may be withheld pending satisfactory receipt of his log.
- Measurable Metrics:
  - Vendor to attend all IFSP meetings as required
  - Vendor to be prepared with reports while at all IFSP meetings
  - Satisfactory Attendance/Professional Etiquette, and
  - Satisfactory evaluation by Special Services Administration
- Frequency:
  - Quarterly
  - Semester; and
  - End of Year

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

- ☐ Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.
- ☐ Increases student and family wellness and engagement through the full-service community school model.
- ☐ Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.
- ☐ Provides safe and inviting facilities with current technology.

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.
- (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.

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**CONTRACTOR:**

Name: Kathleen Farrell

Street: 350 Pythian Rd

City/State/Zip: Santa Rosa, CA 95409

Phone: (707) 484-1995

Email: kathyfarrell@sbcglobal.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 \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

**DISTRICT**

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

Rick Edson \_\_\_\_\_

Deputy Superintendent \_\_\_\_\_

mmartin@srcs.k12.ca.us

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

**AUTHORIZED SIGNER or CONTRACTOR**Signature: Kathleen FarrellPrint Name: Kathleen FarrellTitle: Pediatric Physical TherapistEmail: kathyfarrell@sbcglobal.netPhone: 707 484-1995

**MEMORANDUM OF AFFILIATION**  
**THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY**  
**ON BEHALF OF**  
**SAN FRANCISCO STATE UNIVERSITY**  
**AND**  
**SANTA ROSA CITY SCHOOLS**

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1. San Francisco State University (University) has an approved and accredited **Speech-Language-Hearing** Program, which requires clinical experience and the use of clinical facilities. **Santa Rosa City Schools** (Agency) has suitable clinical facilities for furnishing these experiences. It is for the mutual benefit of the parties that the student(s) of the **Speech-Language-Hearing** Program use the facilities of the Agency for clinical learning experiences. Such learning experiences will consist of the School providing the students, and the Agency providing the facilities.
2. There will be coordinated planning by Agency and University of the educational experience. While at the Agency's facility, the student(s) will be subject to the Agency's rules, regulations, and confidentiality standards. Student(s) will not be considered employees of Agency.
3. This Memorandum is governed by and shall be construed in accordance with the laws of the State of California.
4. Agency will provide an environment that is appropriate to the learning needs of the student(s) and meets the written objectives of the program of study. Agency staff will be of adequate number and quality so as to ensure the safe and continuous health care services of the patients/clients. Agency shall have ultimate responsibility for client care and services. Agency will provide an orientation to the faculty and students which includes expectations of the Agency regarding student affiliation, policy and procedures which impact patient/client care, and general information which assists in the socialization of the faculty and student to the Agency.
5. The University's **Speech-Language-Hearing Department** faculty and the Agency's preceptor(s) will evaluate the performance of the student(s) according to guidelines outlined in the approved curriculum. University or Agency may remove student(s) from an Agency learning experience either at the request of the University or Agency following mutual review. Such removal will not be in violation of the law or the University's non-discrimination policy.
6. The University will monitor and coordinate with Agency all instruction provided at Agency to assigned student(s). The Director of the School of **Speech-Language-Hearing** and/or the responsible faculty member will be available for conference or assistance as might be required by the Agency during the educational experience. The University will be responsible for the professional activities of the student(s) and conduct, including any disciplinary action that might be required, while student(s) is (are) at Agency.
7. Schedules and student assignments will be developed so as to enhance the goals of the **Speech-Language-Hearing** program and complement the primary mission of the Agency.
8. Agency and University each shall maintain in full force Commercial Liability Insurance and Professional Liability Insurance with limits no less than \$1,000,000/3,000,000 aggregate. Evidence of such coverage shall be furnished upon request by Agency and University.
9. University and Agency agree to defend, indemnify and hold one another, their respective officers, employees, and agents harmless from and against all liability, loss, or claims for injury or damages caused by or resulting from negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.
10. This is an agreement by and between independent contractors, these being the University and the Agency.
11. This term of this Memorandum shall commence on **November 1, 2021** and shall expire on **June 30, 2022**.
12. Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

Exhibit A: Board of Registered Nurses (BRN) Language



## Exhibit B: COVID-19 Representation

WITNESS THEREOF, this Agreement has been executed by and on behalf of the parties hereto and shall be effective upon the date of the last signature below.

**San Francisco State University**

By \_\_\_\_\_

Deanna Tam Date

Buyer II

1600 Holloway Avenue

San Francisco, CA 94132

(415) 405-3511, dytam@sfsu.edu

**Santa Rosa City Schools**

By \_\_\_\_\_

Rick Edson                      Date

Deputy Superintendent

211 Ridgway Ave.

Santa Rosa, Ca. 95401

707-890-3800 x8020, mmartin@srcs.k12.ca.us

## **Exhibit A**

### **Board of Registered Nurses (BRN) Language**

1. Assurance of the availability and appropriateness of learning environment in relation to the program's written objectives:

Permit each student who is designated by the University to receive clinical experience at the Agency which shall furnish and permit such students and University instructors reasonable access to appropriate clinical facilities for such clinical experience.

Maintain the clinical facilities used for clinical experience in such a manner that said facilities shall at all times conform to the curriculum requirements of the University.

2. Provision for the orientation of faculty and students:

Student must attend an orientation of AGENCY facilities provided by SCHOOL instructors or AGENCY staff. Instructors and precepted students shall receive an orientation to the AGENCY.

3. A specification for responsibilities and authority of the facility's staff as related to the program and to the educational experience of the students.

Student Supervision: Students shall perform services for patients only when under the supervision of a registered, licensed or certified clinician/professional. Such registered professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by the Agency.

4. Assurance that staff is adequate in number and quality to ensure safe and continuous health care services for patients.

Students are trainees, not employees, and are not to replace Agency staff.

Agency shall retain full and medical responsibility for the care of patients and will maintain professional and administrative supervision of students in so far as their presence affects the operation of the Agency and/or the direct and indirect care of patients.

5. Provisions for continuing communication between the facility and the program.

Designate a faculty member to coordinate with a designee of the Agency in the planning of the clinical experiences to be provided students. Notify, by-way-of instructors, Agency's program supervisor in advance of:

1. Student schedules
2. Placement of students in clinical assignments
3. Changes in clinical assignments

Permit the Agency Program Supervisor and other designated personnel to attend meetings of the University's Faculty or any committee thereof (except the Retention, Tenure and Promotion Committee), to coordinate the clinical experience program provided under this Agreement.

Notify the University's clinical instructors, in advance, of any change in the Agency's Program Supervisors appointments.

Make available current copies of publications dealing with policies and procedures of the Agency.

6. A description of the responsibilities of Faculty assigned to the facility utilized by the program.

Faculty is responsible for providing students with opportunities to assume increasing responsibility for the nursing care of patients in acute care and/or long-term care settings. Faculty is responsible for student supervision including administration of treatments, dispensing of medications and reporting of significant changes in patient condition to agency staff. Faculty facilitates students in clinical application of theoretical knowledge and technical skills in providing nursing care to acutely and chronically ill patients. Faculty is responsible for evaluating assignments including clinical nursing care plans, formal written papers, peer presentations, and clinical performance using a standardized assessment rubric.



## **EXHIBIT B**

### **COVID-19 Representation**

AGENCY is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. AGENCY 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. AGENCY, 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 government directives are modified, changed or updated, AGENCY will take steps to comply with the modified, changed or updated guidelines or directives.

If at any time AGENCY becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the UNIVERSITY of that fact.

**STUDENT INTERNSHIP PLACEMENT AGREEMENT  
BETWEEN  
THE TRUSTEES OF CALIFORNIA STATE UNIVERSITY  
ON BEHALF OF  
SAN FRANCISCO STATE UNIVERSITY  
  
AND  
SANTA ROSA CITY SCHOOLS**

THIS AGREEMENT is entered into pursuant to Education Code 89036, by and between the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, hereinafter called the "Trustees," on behalf of SAN FRANCISCO STATE UNIVERSITY, hereinafter called "University" and SANTA ROSA CITY SCHOOLS hereinafter called "Agency."

WITNESSETH:

WHEREAS, the University provides nursing, health sciences and para-professional training and degree programs in fields including but not limited to nursing, physical therapy, occupational therapy, dietetics, clinical laboratory science, speech language and hearing sciences, phlebotomy, kinesiology, counseling and social work and desires its students to obtain practical experience at Agency's Facilities; and

WHEREAS, it is to the mutual benefit of the parties that students of the University use the clinical facilities of the Agency for their clinical experience,

NOW, THEREFORE, in consideration of the covenants, conditions, and stipulations hereinafter expressed and in consideration of the mutual benefits to be derived wherefrom, the parties hereto agree as follows:

I. AGENCY SHALL:

- A. Permit each student who is designated by the University pursuant to Paragraph II.A below to receive clinical experience at the Agency and shall furnish and permit such students and University instructor's reasonable access to appropriate clinical facilities for such clinical experience.
- B. Furnish appropriate clinical facilities, on a rotational basis, in such a manner that there will be no conflict in the use thereof between the University's student and students from other educational institutions, if any.
- C. Maintain the clinical facilities used for clinical experience in such a manner that said facilities shall at all times conform to the requirements of the curriculum requirements of the University.
- D. Assure the staff is adequate in number and quality to insure safe and continuous health care to individuals.

- E. Provide registered, licensed or certified clinical/professionals to supervise students when performing services for a patient. Students can only perform services when under their supervision. Such registered professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by the Agency. Students are trainees, not employees, and are not to replace Agency staff.
- F. Provide first aid and other emergency treatment on-site, including, but not limited to, immediate evaluation for risk of infection and appropriate follow-up care of student in the event of a needle stick injury to or other exposure of student to blood or body fluids. In the case of suspected or confirmed exposure to the human immuno-deficiency virus (HIV), such follow-up care shall include, but not be limited to, the option for appropriate post-exposure HIV testing and the option for prophylactic therapy with zidovudine (AZT) and/or other appropriate pharmacologic agents as medically indicated.
- G. Permit and encourage members of the Agency and/or resident staff of the Agency to participate in the instructional phase of the clinical experience.
- H. Permit the Agency Program Supervisor and other designated personnel to attend meetings of the University's faculty or any committee thereof, to coordinate the clinical experience program provided under this Agreement.
- I. Have the right, after consultation with the University, to refuse to accept for further clinical experience any of the University's students who in the Agency's judgment are not participating satisfactorily in said program.
- J. Notify the University's clinical instructors, in advance, of any changes in the Agency's Program Supervisors appointments.
- K. Make available current copies of publications dealing with policies and procedures of the Agency.

## II. TRUSTEES, THROUGH THE UNIVERSITY, SHALL:

- A. Designate the students who are enrolled in the Program of the University to be assigned for clinical experience at the Agency, in such numbers as are mutually agreed to by both parties.
- B. Designate a faculty member to coordinate with a designee of the Agency in the planning of the Program to be provided students.
- C. Keep all attendance and academic records of students participating in said Program.
- D. Inform students that they shall conform to all applicable Agency policies, procedures, regulations, and all requirements and restrictions specified jointly by representatives of the University and Agency.



- E. Notify, by-way-of instructors, the Agency's program supervisor in advance of:
  - 1. Student schedules
  - 2. Placement of students in clinical assignments
  - 3. Changes in clinical assignments
- F. In consultation and coordination with the Agency, arrange for periodic conferences between appropriate representatives of the University and Agency to evaluate the clinical experience program provided under this agreement.
- G. Provide and be responsible for the care and control of the University's educational supplies, materials, and equipment used for instruction during said program.
- H. University shall advise Students that they are responsible to provide the Agency a background check prior to placement. Upon execution of this Agreement, Agency shall inform the University about the individual requirements of the background check required by law or by Agency policy.
- I. University shall ensure that each student complies with Agency's requirements for immunizations and tests, including but not limited to an annual health examination, rubella and rubeola titre, mumps, DT, tuberculin skin test, influenza immunization (required annually) or declination statement and chest x-ray if determined appropriate by Agency. University shall also ensure that students follow Agency's policies and procedures regarding blood-borne pathogens including but not limited to universal precautions.

### III. INSURANCE

- A. Agency, at its sole cost and expense, shall insure its activities in connection with this Agreement and obtain, keep in force, and maintain insurance as follows:
  - 1. Professional Medical and Agency Liability Insurance with limits of one million dollars (\$1,000,000) per occurrence and a general aggregate of three million dollars (\$3,000,000). If such insurance is written on a claims-made form, it shall continue for three years following termination of this agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
  - 2. Comprehensive or Commercial Form General Liability Insurance (contractual liability included) with a limit of one million dollars (\$1,000,000) per occurrence. However, if such insurance is written on a claim made form, it shall continue for three years following termination of this Agreement. The insurance shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement.
  - 3. Worker's Compensation and Employer's Liability Insurance in a form and amount covering Agency's full liability as required by law under the Worker's Compensation Insurance and Safety Act of the State of California and other applicable statutes as amended from time to time.

4. Such other insurance in such amounts from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.
5. Liability insurance policies must be endorsed to include the state of California, the Trustees of the California State University, San Francisco State University, the employees, officers, and agents of each of them as additional insured under the policies. Specific additional insured endorsement documentation is required. A statement on the insurance certificate itself is not sufficient.

It should be expressly understood, however, that the coverages required under this Paragraph III.A (1), (2), and (3) shall not in any way limit the liability of Agency.

B. University is permissibly self-insured and can provide the following coverage regarding the activities in connection with this Agreement:

1. Professional Medical and Agency Liability self-insurance with limits of one millions dollars (\$1,000,000) per occurrence, with a general aggregate of three million dollars (\$3,000,000).
2. General Liability Self-Insurance Program with a limit of one million dollars (\$1,000,000) per occurrence.
3. Worker's Compensation and Employer's Liability Self-Insurance Program covering University's full liability as required by law under the Workers' Compensation Insurance and Safety Act of the State of California and other applicable statutes as amended from time to time.
4. Such other insurance in such amounts which from time to time may be reasonably required by the mutual consent of the parties against other insurable risks relating to performance.

The coverage referred to under (1) and (2) of this Paragraph III.B. shall include Agency as an insured. Such a provision, however, shall only apply in proportion to and to the extent of the intentional or negligent acts or omissions of University, its officers, agents, and/or employees.

C. University shall maintain Student Professional Liability Insurance for its students for the entire duration of this agreement. Evidence of such coverage shall be furnished upon request by Agency.

#### IV. INDEMNIFICATION

- A. Agency shall defend, indemnify and hold University, its officers, employees, agents and students harmless from and against any and all liability, loss, expense 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, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Agency, its officers, employees, or agents.
- B. University shall defend, indemnify and hold Agency, its officers, employees and agents harmless from and against any and all liability, loss, expense, 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, or claims for injury or damages are caused by result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

V. STATUS OF STUDENTS

- A. During the period in which a student is assigned to the Agency, the student shall be under the ultimate direction and control of the Agency's Program Director or, in the Program Director's absence, his/her designee(s).
- B. It is agreed and understood by the parties that students under this Agreement are in attendance at Agency for educational purposes and such students are not to be considered as employees of Agency or University. No monetary consideration will be afforded to students under this Agreement.
- C. Agency shall retain full and medical responsibility for the care of patients and will maintain professional and administrative supervision of students insofar as their presence affects the operation of the Agency and/or the direct and indirect care of patients.

VI. DISCRIMINATION PROHIBITION

Agency and University agree to adhere to all applicable federal, state and local non-discrimination laws in the selection and acceptance of any student pursuant to this Agreement and during the period of the placement. Agency and University agree that the non-discrimination clause in California Code of Regulations § 11105, OCP-2 prohibiting discrimination based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status applies to the activities under this Agreement.

VII. TERM

This Agreement shall become effective upon full execution and shall continue to be in effect for a five (5) years or until earlier terminated.

VIII. TERMINATION

Termination for cause: In the event of a material breach of this Agreement, the aggrieved party may terminate this Agreement by giving thirty (30) days' prior written notice of termination to the breaching party.

IX. ASSIGNMENT

Neither University nor Agency shall assign their rights, duties, or obligations under this Agreement, either in whole or in part, without the prior written consent of the other. Agency may not assign students to locations other than those described in Section 2.A. without the prior written consent of the University.

X. SEVERABILITY



If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term hereof, such provision shall be fully severable. This Agreement shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never been a part of the Agreement, and the remaining provisions shall remain in full force and effect unaffected by such severance, provided that the severed provision(s) are not material to the overall purpose and operation of this Agreement.

XI. WAIVER

Waiver by either party of any breach of any provision of this Agreement or warranty of representation herein set forth shall not be construed as a waiver of any subsequent breach of the same of any other provision. The failure to exercise any right hereunder shall not operate as a waiver of such right. All rights and remedies provided for herein are cumulative.

XII. EXHIBITS

Any and all exhibits attached hereto are incorporated herein by reference and made a part of this Agreement.

Exhibit A: Board of Registered Nurses (BRN) Language

Exhibit B: COVID-19 Representation

XIII. MODIFICATIONS AND AMENDMENTS

This Agreement may be amended or modified at any time by mutual written consent of the authorized representatives of both parties. Agency and University agree to amend this Agreement when required by an applicable regulatory authority.

XIV. ENTIRE AGREEMENT

This Agreement contains all the terms and conditions agreed upon by the parties regarding the subject matter of this Agreement and supersedes any prior agreements, oral or written, and all other communications between the parties relating to such subject matter.

XV. GOVERNING LAW

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

XVI. NOTICES

All notices required under this Agreement shall be deemed to have been fully given when made in writing and deposited in the United States mail, postage prepaid, certified mail, return receipt requested, and addressed as follows:

TO AGENCY:

Santa Rosa City Schools

Agency

211 Ridgway Ave.

Address

Santa Rosa, Ca. 95401

City, State, Zip

Attn: Rick Edson, Deputy Superintendent

Name and Title

TO UNIVERSITY

San Francisco State University

Attn: Deanna Tam

1600 Holloway Avenue, Corp Yard 140

San Francisco, CA 94132

(415) 405-3511, dytam@sfsu.edu

In Witness whereof the parties have fully executed this Agreement as set forth below.

“University”

“Agency”

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

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

Name: Deanna Tam

Name: Rick Edson

Title: Buyer II

Title: Deputy Superintendent

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

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

## **Exhibit A**

### **Board of Registered Nurses (BRN) Language**

1. Assurance of the availability and appropriateness of learning environment in relation to the program's written objectives:

Permit each student who is designated by the University to receive clinical experience at the Agency which shall furnish and permit such students and University instructor's reasonable access to appropriate clinical facilities for such clinical experience.

Maintain the clinical facilities used for clinical experience in such a manner that said facilities shall at all times conform to the curriculum requirements of the University.

2. Provision for the orientation of faculty and students:

Student must attend an orientation of AGENCY facilities provided by SCHOOL instructors or AGENCY staff. Instructors and precepted students shall receive an orientation to the AGENCY.

3. A specification for responsibilities and authority of the facility's staff as related to the program and to the educational experience of the students.

Student Supervision: Students shall perform services for patients only when under the supervision of a registered, licensed or certified clinician/professional. Such registered professionals are to be certified or licensed in the discipline in which supervision is provided. Students shall work, perform assignments, and participate in ward rounds, clinics, staff meetings, and in-service educational programs at the discretion of their supervisors designated by the Agency.

4. Assurance that staff is adequate in number and quality to ensure safe and continuous health care services for patients.

Students are trainees, not employees, and are not to replace Agency staff.

Agency shall retain full and medical responsibility for the care of patients and will maintain professional and administrative supervision of students in so far as their presence affects the operation of the Agency and/or the direct and indirect care of patients.

5. Provisions for continuing communication between the facility and the program.

Designate a faculty member to coordinate with a designee of the Agency in the planning of the clinical experiences to be provided students. Notify, by-way-of instructors, Agency's program supervisor in advance of:

1. Student schedules
2. Placement of students in clinical assignments
3. Changes in clinical assignments

Permit the Agency Program Supervisor and other designated personnel to attend meetings of the University's Faculty or any committee thereof (except the Retention, Tenure and Promotion Committee), to coordinate the clinical experience program provided under this Agreement.

Notify the University's clinical instructors, in advance, of any change in the Agency's Program Supervisors appointments.

Make available current copies of publications dealing with policies and procedures of the Agency.

6. A description of the responsibilities of Faculty assigned to the facility utilized by the program.

Faculty is responsible for providing students with opportunities to assume increasing responsibility for the nursing care of patients in acute care and/or long-term care settings. Faculty is responsible for student supervision including administration of treatments, dispensing of medications and reporting of significant changes in patient condition to agency staff. Faculty facilitates students in clinical application of theoretical knowledge and technical skills in providing nursing care to acutely and chronically ill patients. Faculty is responsible for evaluating assignments including clinical nursing care plans, formal written papers, peer presentations, and clinical performance using a standardized assessment rubric.

## **Exhibit B**

### **COVID-19 Representation**

AGENCY is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. AGENCY 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. AGENCY, 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 government directives are modified, changed or updated, AGENCY will take steps to comply with the modified, changed or updated guidelines or directives.

If at any time AGENCY becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify the UNIVERSITY of that fact.



**MEMORANDUM OF UNDERSTANDING BETWEEN  
ELSIE ALLEN HIGH SCHOOL  
AND  
THE NORTHERN CALIFORNIA CENTER FOR WELL-BEING**

This is a Memorandum of Understanding on the part of the Northern California Center for Well-Being, located at 101 Brookwood Ave, Santa Rosa, CA 95404 (hereinafter referred to respectively as the "NCCWB") and Santa Rosa School District, Elsie Allen High School located at 599 Bellevue Ave, Santa Rosa, CA 95407 (hereinafter referred to respectively as "EAHS". The NCCWB and EAHS shall be hereinafter jointly referred to as the "parties."

**A. PURPOSE:**

1. The purpose of this Memorandum of Understanding is to guide and direct the parties respecting their affiliation and working relationship to implement the Friday Night Live/ Project TRUE program for the 2021-2022 school year.
2. Neither party intends for this Memorandum to alter in any way their respective legal rights or their legal obligations to one another. However, the understandings contained herein may be incorporated into and made a part of a subsequent agreement executed between the respective EAHS and NCCWB in a form substantially similar to that which is attached hereto and hereby incorporated by reference as "Exhibit A" (hereinafter referred to as the "Agreement").

**B. GENERAL UNDERSTANDING:**

1. The FNL/ Project TRUE program will be of such content, and cover such periods of time as may from time to time be mutually agreed upon by EAHS and the NCCWB.
2. The frequency of youth meetings for participation in the FNL/Project TRUE program will be mutually determined by agreement of the parties, and may at any time be altered by mutual agreement. Either the NCCWB or EAHS may withdraw any student from the FNL/Project TRUE program for any other reason where either party reasonably believes that it is not in their best interest for the staff or school sites to continue. Such party shall provide the other party with immediate notice of the withdrawal and written reasons for the withdrawal.
3. There shall be no discrimination on the basis of race, national origin, religion, creed, sex, age, disability or veteran's status in either the selection of students for participation in the FNL/Project TRUE program., or as to any aspect of the FNL/Project TRUE program.; provided however, that with respect to disability, the disability must not be such as would, even with reasonable accommodation, in and of itself, preclude the effective participation in the FNL/Project TRUE program.

**C. NCCWB RESPONSIBILITIES:**

1. Appropriate fingerprint, TB clearances and required certifications must be obtained prior to commencement of services.
2. Entering into this contract certifies that any of Department of Resources employees that enter on campus are not registered sex offenders.

3. Our Agency will follow all district Distance Learning and COVID-19 requirements as stated by the district policies. Our Agency will communicate and collaborate with school administrators as questions and protocol change over the course of the school year.
4. Offer weekly youth leadership meetings to EAHS students to build knowledge and skills among students regarding decision making, healthy living, leadership development, working with elected officials, presentation development, local policy initiatives, critical thinking, and information regarding alcohol, tobacco, and other drugs.
5. Conduct periodic evaluation to determine the impact of the FNL/Project TRUE program to increase the level of knowledge regarding ATOD among the EAHS student body. These surveys may be conducted up to twice a year with the student body and results will be shared with school administrators. Data in aggregate may be shared with Center for Well-Being partners.
6. Generate a yearly report with FNL/Project TRUE outcomes and impact within the EAHS site.

#### D. EAHS RESPONSIBILITIES:

1. Identify administrators to support FNL/Project TRUE as well as a classroom to utilize for weekly meetings.
2. Coordinate with the NCCWB staff to implement FNL/Project TRUE for agreed-upon dates/times.

#### E. MUTUAL RESPONSIBILITIES:

1. The parties will work together to maintain an environment of quality learning experiences for the Institution's student(s), while at the same time enhancing the resources available to the NCCWB for the providing of care to its clients. At the request of either party, a meeting or conference will be held between NCCWB and EAHS representatives to resolve any problems or develop any improvements in the operation of the FNL/Project TRUE program.
2. This working relationship and affiliation shall be reviewed by the parties as is necessary or as appropriate. This Memorandum of Understanding may be amended at any time by mutual written agreement of the parties. It may also be canceled at any time by either party upon not less than ninety (90) days written notice to the other party.
3. EAHS and the NCCWB acknowledge and agree that neither party shall be responsible for any loss, injury or other damage to the person or property of any student participating in the FNL/Project TRUE program unless such loss, injury or damage results from the negligence or willful conduct of that party, its agents, officers or employees.
4. This relationship is intended solely for the mutual benefit of the parties hereto, and there is no intention, express or otherwise, to create any rights or interests for any

party or person other than NCCWB and EAHS; without limiting the generality of the foregoing, no rights are intended to be created for any client, student, parent or guardian of any student, spouse, next of kin, employer or prospective employer of any student.

5. Neither party is an agent, employee or servant of the other. EAHS and the NCCWB acknowledge and agree that site participants in the FNL/Project TRUE program are not employees of EAHS by reason of such participation, and that they assume no responsibilities as to participation that may be imposed upon an employer under any law, regulation or ordinance.
6. This Memorandum of Understanding shall be governed by, construed and applied in accordance with the laws of the State of California.
7. This Memorandum of Understanding shall supersede any and all previously executed Memoranda of Understanding between the parties for applied learning experiences.

**AGREED TO BY:  
SANTA ROSA CITY SCHOOLS**

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Signature

---

Name

---

Title

---

Date

**NORTHERN CALIFORNIA CENTER FOR WELL-BEING**

---

Signature

---

Name

---

Title

---

Date



**EXHIBIT A**  
**EAHS AND NCCWB FNL/PROJECT TRUE AGREEMENT**

As a grant-funded program funded by Friday Night Live, the CTCP, and Santa Rosa Violence Prevention Program CHOICE Cycle X, the Northern California Center for Well-Being's FNL/Project TRUE program will offer the following services without fees to EAHS for the 2021-22 school year:

1. Offer weekly youth leadership meetings to EAHS students to build knowledge and skills among students regarding decision making, healthy living, leadership development, working with elected officials, presentation development, local policy initiatives, critical thinking, and information regarding alcohol, tobacco, and other drugs.
  - a. Additional trainings on mental health and suicide prevention may be offered to students as well.
2. Conduct periodic evaluation to determine the impact of the FNL/Project TRUE program to increase the level of knowledge regarding ATOD among the EAHS student body.
  - a. Data in aggregate may be shared with Center for Well-Being partners
3. Generate a yearly report with FNL/Project TRUE outcomes and impact within the EAHS site.

**DATA SHARING AGREEMENT BY AND BETWEEN**  
**THE SONOMA COUNTY BICYCLE COALITION SAFE ROUTES TO SCHOOL PROGRAM AND**  
**THE SANTA ROSA CITY SCHOOL DISTRICT**

This Data Sharing Agreement ("Agreement") is made by and between the Sonoma County Bicycle Coalition Safe Routes to School Program ("SCBC/SRTS") and Santa Rosa City Schools ("SRCS").

**RECITALS:**

**WHEREAS**, (Purpose and Description of Activity) SCBC/SRTS has requested student addresses (street address, city, zip; separated into three columns) without personally identifiable information (student names), from school sites in the SRCS, in order to create GIS student address maps on an annual basis, beginning with the 2021-22 school year.

**WHEREAS**, the Family Educational Rights and Privacy Act of 1974 (FERPA), set forth in Title 20 U.S.C. § 1232g and its implementing regulations at 34 C.F.R. §§ 99.1 et seq., generally prohibits the disclosure of student's personally identifiable information without consent, subject to certain exceptions;

**WHEREAS**, 34 C.F.R. § 99.31(a)(6) allows for disclosure of students' personally identifiable information to organizations conducting studies for, or on behalf of, educational agencies or institutions to improve instruction without written parental consent;

**WHEREAS**, California law contains similar prohibitions on the disclosure of students' personally identifiable information without consent, and contains an identical provision allowing disclosure of students' personally identifiable information to organizations conducting studies for, or on behalf of, educational agencies or institutions to improve instruction without written parental consent, at Education Code § 49076.

**WHEREAS**, this creation of GIS student address maps will enable SCBC/SRTS and the SRCS to identify the number and percentage of students living within  $\frac{1}{4}$ ,  $\frac{1}{2}$ , 1 and 2 miles of each school's radius. This information will be utilized to determine potential for active transportation to/from school, prioritize locations for infrastructure/engineering improvement, be utilized in competitive grant applications for potential improvements, to identify potential meet-up spots for active transportation to/from school, and to educate students and/or parents regarding safe routes to school.

**WHEREAS**, student names/personally identifiable information will not be provided to SCBC/SRTS. Student addresses will be provided only to SCBC/SRTS and will be utilized exclusively for creation of GIS Student Address maps, and not for any other purpose.

**WHEREAS**, (Destruction/return of records when no longer needed and time period) FERPA requires that the information be destroyed when no longer needed for the purpose of creation of GIS Student Address maps.

**WHEREAS**, data will be deleted by SCBC/SRTS upon creation and approval of each student GIS map.

## **NOW, THEREFORE, IT IS AGREED AS FOLLOWS:**

### **I. TERM OF AGREEMENT**

This Agreement shall take effect upon signature by the authorized representative of SCBC/SRTS and SRCS, and shall remain in effect until termination by either party.

### **II. RESPONSIBILITIES UNDER THE AGREEMENT**

- a. Joint Responsibilities
  - i. SCBC/SRTS and SRCS shall comply with the provisions of FERPA in all respects. Nothing in this Agreement may be construed to allow any signatory to this Agreement to maintain, use, disclose, or share student addresses in a manner not allowed by federal or state law or regulation.
  - ii. SCBC/SRTS and SRCS will ensure compliance with California law related to privacy of pupil records, at Education Code § 49060 et seq.
  - iii. Addresses exchanged via this Agreement may not be used for purposes other than creation of GIS Student Address maps.
- b. Responsibilities of SRCSD
  - i. SRCS will identify a District SRTS Liaison to be a point of contact for the SCBC/SRTS program, and to assist with obtaining student addresses, if necessary.
  - ii. SRCS will inform school site administration that provision of student addresses, with no names, in an Excel spreadsheet with street address, zip, and city, may be provided to SCBC/SRTS annually, as requested.
  - iii. SRCS agrees to maintain student address data as confidential, except for use by SCBC/SRTS for creation of GIS student address maps. SRCSD will not share data received under this Agreement with any other entity, organization, or individual.
  - iv. Consistent with December 2011 guidance from the U.S. Department of Education, post for public access a copy of this Agreement on the SRCS website.
- c. Responsibilities of SCBC/SRTS
  - i. SCBC/SRTS agrees to use data shared under this Agreement for no purpose other than creation of GIS student address maps.
  - ii. SCBC/SRTS agrees not to share or re-disclose student addresses with any other entity, organization, or individual.
  - iii. SCBC/SRTS agrees to provide SRCSD with completed GIS student address maps annually, when completed.
  - iv. SCBC/SRTS agrees to establish procedures to ensure that student addresses are kept secured and only accessed by personnel who are authorized to have access to said data for the purpose of creating GIS student address maps.
  - v. SCBC/SRTS agrees to delete student address data once each map is completed.

### **III. TERMINATION OF AGREEMENT**



At any time, any party may give thirty (30) days written notification of the termination of this Agreement to the other parties.

**Santa Rosa City Schools**

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Anna Trunnell, Superintendent

---

Date

**Sonoma County Bicycle Coalition – Safe Routes to School Program**



10/1/2021

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Tina Panza, Director of Safe Routes to School

---

Date

## PPPS Consultants, Inc.

P.O. Box 840.  
Elk Grove, CA 95759  
916-410-6355  
melvinweidner@aol.com

### AGREEMENT FOR SERVICES

This agreement is made and entered into on, September 27, 2021, by and between the Santa Rosa City Schools (Client) and PPPS Consultants, Inc. (PPPS) a California Corporation.

The Inspector(s) are: American Construction Inspector Association (ACIA) - Registered Construction Inspector (RCI) or Division of State Architect (DSA) Inspector or Non Destructive Inspector or International Code Council (ICC) Combo Inspector or Certified Plan Review as CEPE or ICC and have agreed to provide such services. The Client hereby hires the Inspector and his Associates as an independent contractor and as a professional expert to provide inspection services for the construction for various projects. The inspector shall not be a member of the classified service, as that term is defined by Education Code Section 45103 or be considered an employee of the Santa Rosa City Schools.

### SCOPE OF WORK

Per Plan Per Specs shall provide Project Inspection and/or Consultation services on various construction projects in accordance with the plans and specifications thereof and other provisions of the law. Per Plan Per Specs will provide an inspector for the project within the time frame of this contract at the rates described in EXHIBIT A.

Work to be performed on behalf of client is to be considered as an agent of client and extended the same liability releases as though they were acting as an employee. No release is granted for malicious acts.

### INSURANCE(s)

PPPS will provide insurance as required by client. Worker's Compensation (if work is not performed by an owner operator), General Liability Insurance, Automobile Liability Insurance and Professional Liability Insurance (see Exhibit A for added premium).

### COMPENSATION

PPPS shall be compensated at a rate based on the attached fee schedule, EXHIBIT A.  
Inspection shall be on an hourly or monthly basis for the duration of the project, as determined by the Client.

## PAYMENTS

The Inspector shall be paid no later than 30 day after submitting a invoice for work performed during the calendar month billing was submitted for. There shall be no withholding of State and Federal income taxes, social security, or other deductions.

## SPECIAL CONDITIONS

Inspection schedule

Periodic inspections by PPPS will perform inspections Monday thru Friday or as otherwise set forth in EXHIBIT A.

## TERMINATION

Failure to perform

Upon failure to perform by either party, the other party may terminate this agreement upon two (2) weeks written notice.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE SUBSCRIBED THEIR  
SIGNATURES ON THE DAY, MONTH AND YEAR FIRST WRITTEN ABOVE.

Santa Rosa City Schools

\_\_\_\_\_  
Santa Rosa City Schools                      Date  
211 Ridgway Avenue  
Santa Rosa, CA 95401

PPPS Consultants, Inc.

Melvin Weidner                                      9/27/21  
\_\_\_\_\_  
Melvin Weidner, President                      Date  
PPPS Consultants, Inc. P.  
O. Box 840.  
Elk Grove, CA 95759

PPPS Consultants, Inc. P.O.  
Box 840.  
Elk Grove, CA 95759

916-410-6355  
melvinweidner@aol.com

## EXHIBIT A

Santa Rosa City Schools  
211 Ridgway Avenue  
Santa Rosa, CA 95401

Santa Rosa High – Agriculture Building  
DSA File # 49-H7  
DSA Application # 01-119100

Class NA Est. Hrs. 940  
\$2,500,000.00

### SCOPE OF WORK

PPPS is to assist Client and Inspection Consults of the Santa Rosa High – Agriculture Building Inspections by Thomas Durbrow or by other approved DSA Inspector.

Services for this project shall include:

Document review as requested:

- Approved project documents for full understanding of scope
- Submittal for specific materials
- Contractor's As-Builts
- Pay-Application
- Material and equipment delivered for project as provided by Contractor or SubContractor
- Plan review

Inspection of all portions of work for compliance with Approved documents.

Any related services as requested or required by DSA.

Regular on-site inspections of all work as requested.

Inspector will review or maintain project records as requested. This may include:

- ☐ Inspector shall maintain detailed record of all inspections
- Daily job log
- Progress reports
- Corresponding file

- Change order file
- Preliminary Change Order
- ASI File
- Shop Drawings
- Submittal file
- Laboratory Test
- Inspection file
- Site conference file
- Job memo file
- Construction progress activities report (photo file)
- Observe and record condition of equipment and materials
- Daily project quality control review

Notifications: Inspector shall notify Client first and then subsequently Architects and AHJ, of ongoing work and issue deviation notices when necessary.

Regular reporting to DSA and Client.

- ☐ Client's Verified Reports
- Client's Semi Monthly Report
- Critical communication

#### INSPECTION FEES:

Base fee: \$110.00 per hour

Estimated Hours: 940.0 hours

Estimated Contract Price: \$103,400.00

Term of contract: October 1, 2021 thru August 31, 2022

Fee is based on working as needed / on call / within schedule to be determined. Workday includes but not limited to: review of plans, submittal, RFIs, ASIs, off-site travel, preparation of reports, phone and written communications and meetings.

Client's Contact:

Attn: \_\_\_\_\_  
 Santa Rosa City Schools Date  
 211 Ridgway Avenue Santa Rosa, CA 95401  
 email: \_\_\_\_\_

Office: \_\_\_\_\_ Cell: \_\_\_\_\_



**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 Corrina Hui LLC, 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:** 01-6387-0-1140-1000-5800-249-5140

**Funding Category:** ☐ Base ☐ Supplemental ☐ Concentration  
☐ Restricted: \_\_\_\_\_ X Other: CTE Incentive Grant

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

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

**Number of Individuals Served:** Students and Staff at EAHS

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

**Departmental Approval\*\*:** DC Date: 09 / 30 / 2021

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

**Contract Created by:** Debi Cardozo, Educational Services **Phone #:** 707-890-3800 x 80310

Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** October 14, 2021 **Proposed Contract End Date:** December 31, 2021

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

**BUSINESS SERVICES USE ONLY**

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

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

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

Fiscal Services Authorizer

LAST REVISED ON 4-5-17



1. Services.

(a) DISTRICT's Responsibilities and Duties:

Coordinate logistics such as dates and time, location, food, design team and session participants, etc..

(b) CONTRACTOR's Responsibilities and Duties:

1. CONTRACTOR will collaborate with SRCS Director of Career Technical Education (CTE), Debi Cardozo to facilitate a scope and sequence of professional development and design sessions for diverse stakeholders that would meet the requirements for offering robust CTE Program(s) and a K-12 dual immersion "pipeline". Provided the values stated in the Santa Rosa City Schools Mission, Vision, Priorities, the CTE Comprehensive Local Needs Assessment, and the 12 Essential Elements of a High-Quality College and Career Pathway, our approach will focus on engaging diverse stakeholders to review a number of elements, including student-centered delivery of services, equity and access, gaps among subgroups, and program size, scope and quality.
2. CONTRACTOR will facilitate the collaboration of existing Elsie Allen High School committees (Bell Schedule, New School Model, and Graduate Profile) to build coherence and create a mission, vision, and "Portrait of a Graduate" with Elsie Allen High School, that clearly outlines the most important skills and traits students will need to be successful in college, career, and life.
3. CONTRACTOR will design and facilitate a Youth Design Crew composed of Cesar Chavez Language Academy middle school students and Elsie Allen High School students to build students' courage and capacity to help design their learning experiences.
4. CONTRACTOR will design and facilitate professional development and design sessions so that the design meets the criteria of WASC, CTE Incentive Grant, K12 Strong Workforce Grant, CTE Foundation Sonoma County Grant, the goals of a dual immersion "pipeline" from Cesar Chavez Language Academy to Elsie Allen High School, and most importantly, the needs of students. Design sessions will also:
  - Leverage the linguistic and cultural assets of our students and ensure that students are active contributors to their own learning and that of their community.
  - Include professional development focused on student equity, access, and student-centered learning.
  - Center and amplify student voices by empowering them to co-design with adult stakeholders.
  - Focus on engaging special populations/including non-traditional (as defined by the California Department of Education (CDE)) student voice and student leadership will be targeted.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on October 14, 2021, and will continue through December 31, 2021, 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 performed pursuant to this CONTRACT a total fixed fee of fifty thousand U.S. Dollars (\$50,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions: the first payment of half of the total amount (\$25,000) shall be paid upon execution of this agreement. The second payment of half of the total amount (\$25,000) shall be paid upon completion of the project on December 31, 2021.

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?):

- Participating students, families, and staff will create a mission, vision, and “Portrait of a Graduate” with Elsie Allen High School that clearly outlines the most important skills and traits students will need to be successful in college, career, and life. This will become the “north star” that guides future professional development, design of pilots, courses, pathways, Career Technical Education (CTE) programs at Elsie Allen High School, and will also provide learnings for CTE program development across Santa Rosa City Schools.
- Practicing the Liberatory Design mindsets and framework means that this mission, vision, and “Portrait of a Graduate” will center the needs of our students and families, and ensure that current and future students of Elsie Allen High School are empowered to contribute to their own learning.
- In designing “with” students instead of “for” students, participating educators will:
  - Learn why it is important that the design team is diverse and inclusive.
  - Actively seek diverse identities, roles and skill sets in building our design team.
  - Acknowledge and build from the strengths, stories, and skills of team members.
  - Define specific conditions for collective learning, risk-taking, and action.
  - Understand that transforming power structures within a team or organization catalyzes a sense of shared purpose, greater self-direction, and a general commitment to better work quality.
  - Learn and build a strategy to shift and transform power imbalances in our conversations, meetings, and decision-making.
- Participating students in the Cesar Chavez Language Academy and Elsie Allen High School Design Crew will engage the community throughout their design work and share their progress with the larger communities of Cesar Chavez Language Academy, Elsie Allen High School, and Santa Rosa City Schools.

Additional metrics used to measure the effectiveness of this approach include evaluating the work for responsiveness to the Santa Rosa City Schools Mission, Vision, Priorities, how equity is defined through those statements, and what our students and stakeholders identify as their needs. Furthermore, the definition of dual immersion and alignment to the 12 Essential Elements of a High-Quality College and Career Pathway will also be utilized to measure effectiveness.



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>Priority 2- Whole Person Focus</b>
<b>x</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>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.
- (c) DISTRICT shall indemnify, defend with counsel acceptable to CONTRACTOR, and hold harmless to the full extent permitted by law, CONTRACTOR and its officers, agents, employees and volunteers from and against any and all Liability of every nature arising out of or in connection with active negligence, sole negligence or willful misconduct of the DISTRICT. 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 CONTRACTOR, 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 DISTRICT's duty to indemnify CONTRACTOR with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by DISTRICT) will be limited accordingly.

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, if applicable, 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.

(d) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$500,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.



(e) 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, if applicable, 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 and CONTRACTOR may terminate this CONTRACT without cause by giving thirty (30) calendar days written notice to the other party. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay CONTRACTOR for undisputed services performed 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 undisputed services performed.

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. CONTRACTOR retains exclusive interest in, and ownership of, all Pre-Existing Materials. For purposes of this Agreement, "Pre-Existing Materials" means any and all proprietary tools, know-how, works of authorship, compilations, programs, and methodologies used in creating the Work Product or in otherwise providing the services, whether or not patentable or registrable under copyright or similar laws, and any knowledge or information relating thereto, created, developed or authored by or for CONTRACTOR prior to, or outside the scope of, the Services or that have general applicability to CONTRACTOR' business, and all modifications, improvements and enhancements thereto and derivative works thereof.



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: Corrina Hui LLC

Street: 2625 Alcatraz Ave. #298

City/State/Zip: Berkeley, CA 94705

Phone: 818-396-7721

Email: corrhui@gmail.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 14th DAY OF October, 2021.

**DISTRICT**

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

Rick Edson \_\_\_\_\_

Deputy Superintendent \_\_\_\_\_

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

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

**AUTHORIZED SIGNER *or* CONTRACTOR**Signature:  \_\_\_\_\_

Print Name: Corrina Hui

Title: Managing Member of Corrina Hui LLC

Email: corrhui@gmail.com

Phone: 818-396-7721

**MEMORANDUM OF UNDERSTANDING – 2021-2022 RENEWAL**  
**BETWEEN SANTA ROSA CITY SCHOOL DISTRICT AND**  
**SPECIAL OLYMPICS NORTHERN CALIFORNIA, INC.**  
**FOR THE SPECIAL OLYMPICS SCHOOLS PARTNERSHIP PROGRAM**

This Renewal of Memorandum of Understanding (“Renewal”) is effective as of August 1, 2021, by and between Special Olympics Northern California, Inc. (“Special Olympics”) and Santa Rosa City School District (the “School Entity”), with respect to the Special Olympics Northern California Schools Partnership Program (“Schools Partnership Program”).

1. The written Memorandum of Understanding between the parties, with an entered into date of November 15, 2020 (“MOU”), is hereby renewed for School Year 2021-2022. All terms and conditions of the MOU shall remain in full force and effect except as modified by the terms set forth in this Renewal for the Current School Year.

2. Exhibit A to the MOU is hereby amended. A true and correct copy of the amended Exhibit A is attached hereto and incorporated herein by reference as though fully set forth. Exhibit A as amended supersedes any prior Exhibit A to the MOU.

3. The total Grant amount from Special Olympics to the School Entity for the Current School Year shall be as stated in amended Exhibit A and is based upon the Annual Plan contained therein.

**Agreed and Accepted:**

**Special Olympics  
Northern California, Inc.**

**Santa Rosa City School District**

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

Name: David Solo

Title: President & CEO

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

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

Name: Steve Mizera

Title: Director of Special Services

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

## **MEMORANDUM OF UNDERSTANDING**

### **EXHIBIT A**

<b>PART 1: PROGRAM SPECIFICATIONS</b>
---------------------------------------

**School Entity:** Santa Rosa City Schools

**School Year:** 2021 – 2022

8<sup>th</sup> year participating

**Coordinators:** Beni Comma

**Grant Amount:** \$10,000

**Grant Payment Installment Schedule:**

- Grant payments will be made by Special Olympics Northern California (Special Olympics) to the School Entity in three installments payable on or about the fifteenth of August, 2021, on or about the fifteenth of January, 2022 and on or about the fifteenth of June, 2022.
- Each Grant payment installment shall total \$3,333.33 (last payment to total \$3,333.34).
- Payments should be sent to:  
Attn: Steve Mizera, Director of Special Services  
Santa Rosa City Schools  
217 Ridgway Ave. Santa Rosa, CA 95401
- If the Memorandum of Understanding Renewal is not executed by the School Entity prior to the scheduled payment date of any Grant payment installment, that payment shall be forfeited.

**Unified Special Olympics Sports/Seasons to be Offered:**

- Fall/Special Olympics Opportunity Virtual or In Person, TBD
- Winter/Basketball
- Spring/Track & Field
- Young Athlete Day(s)

<b>PART II: 2021 – 2022 ANNUAL PLAN</b>
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The School Entity understands that the success of reaching the goals and objectives set forth in the Annual Plan may impact subsequent funding from Special Olympics to the School Entity. All terms below are defined in the School Partnership Program Definitions sheet previously provided to the School Entity by Special Olympics.

	<b>2020-2021 Goals</b>	<b>2020-2021 Actuals</b>	<b>2021-2022 Goals</b>	<b>2018-2019 Actuals</b>
<b>Unified Sports Participants</b> (Total Unified Athletes and Unified Peers)	800	1026	1,000	853
<b>Unified Sports Athletes</b> (Special Education Athletes)	450	361	500	473
<b>Unified Sports Peers</b> (General Education Peers)	350	665	500	380
<b># of Unified Champion Schools</b>	8	7	8	5
<b># Participating Schools</b>	25	16	25	21
<b>Young Athletes Program Opportunities</b>	4	1	4	4
<b>Total Students Impacted</b> (Total Traditional Athletes, Unified Athletes, Unified Peers, WSE, IYL)	N/A	1,939	3,000	3,119

**Inclusive Youth Leadership:**

1. Work with Special Olympics staff to identify new members of the Unified Youth Activation Committee (YAC), with at least one peer and one athlete for the Special Olympics Northern California YAC.
2. Continue to grow the partnership of Leadership classes and Best Buddies Clubs between Sonoma County High Schools and Middle Schools.

**The annual plan for the 2021-2022 school year is formulated based on the 2020-21 school year results.**

**PART III: 2020-2021 SCHOOL YEAR RECAP**

### **Schools Participation**

	<b>2020-2021 Goals</b>	<b>2020-2021 Actuals</b>	<b>2019-2020 Actuals</b>	<b>2018-2019 Actuals</b>
<b># Schools Participating in Program</b>	25	17	21	21
<b># Schools Participating in Sport</b>	N/A	17	21	21
<b># of New Schools (Sports)</b>	N/A	4	2	4
<b># of Returning Schools (Sports)</b>	N/A	13	19	17
<b># Unified Champion Schools</b>	8	7	5	5

### **Student Participation**

	<b>2020-21 Goals</b>	<b>2020-21 to Date</b>	<b>2019-2020 Actuals</b>	<b>2018-2019 Actuals</b>
<b>Unified Sports Participants</b> (Total Unified Athletes and Unified Peers)	800	1026	629	853
<b>Unified Sports Athletes</b> (Special Education Athletes)	450	361	378	473
<b>Unified Sports Peers</b> (General Education Peers)	350	665	251	380
<b>Total Students Impacted</b> (Total Traditional Athletes, Unified Athletes, Unified Peers, WSE, IYL)	N/A	1,939	1,307	3,276
<b># of Schools Participating in Whole School Engagement</b>	N/A	7	5	4



**Unified Champion School 2020-2021 to date**

<b>School</b>	<b>2020-2021 To Date Status</b>	<b>2019-2020 Finished Status</b>	<b>2018-2019 Finished Status</b>
Comstock Middle	Unified Sports	Unified Sports	Unified Sports
Cook (Lawrence) Middle	Unified Sports	Unified Sports	Unified Sports
Elsie Allen High	Unified Sports	Unified Sports	Unified Sports
Lawrence E. Jones Middle	Champion	Unified Sports	Unified Sports
Hidden Valley Elementary	Champion	Champion	Unified Sports
Madrone Elementary	Unified Sports	N/A	N/A
Maria Carrillo High	Unified Sports	N/A	Unified Sports
McNear Elementary	Unified Sports	N/A	N/A
Miwok Elementary	N/A	Champion	Champion
Montgomery High	Champion	Champion	Champion
Piner High	Unified Sports	N/A	N/A
Rincon Valley Middle	Unified Sports	Unified Sports	Unified Sports
Santa Rosa High	Champion	Champion	Champion
Santa Rosa Middle	Champion	Unified Sports	Unified Sports
Slater Herbert Middle	Unified Sports	Unified Sports	Unified Sports
Spring Creek Matanzas	Champion	Unified Sports	Champion
Steele Lane Elementary	Unified Sports	Champion	Unified Sports & IYL
Windsor High	Champion	Unified Sports	Champion
Windsor Middle	N/A	Unified Sports	Unified Sports

Reviewed by:\_\_\_\_\_

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

## ADDENDUM TO CONTRACT

Between

Parent Institute for Quality Education (PIQE)

And

Santa Rosa City Schools

\*\*\*\*\*

This addendum to the original contract with Parent Institute for Quality Education approved on August 11, 2021, to provide Online Parent Engagement Program for Steele Lane and Helen Lehman Elementary Schools. The addendum to the contract will include the same services provided to Albert Biella Elementary School.

The contract, under Item 3. \$13,200.00 is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed 19,800.00 dollars (\$). This is an increase of \$6,600.00.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written October 13, 2021.

Contractor's Name

By: Parent Institute for Quality Education

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

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

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

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

Rick Edson  
Deputy Superintendent

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