



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 M. Elena Cabrera Consulting, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-3010-0-1140-5800-119-5197 (Elem) 01-3010-0-1140-2700-5800-249-5197 (2ndry)

Funding Category: [X] Base [] Supplemental [] Concentration
[] Restricted: [X] Other Title I

For Billing (if applicable): [] Bill to: Billing Frequency:

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

Number of Individuals Served: 1

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

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

Contract Created by: Kathy Frye, State & Federal Programs Phone #: X80420
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 1/28/2022 Proposed Contract End Date: 10/28/2022

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:

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will set timelines with contractor for completion of services. District and/or contractor will communicate in writing the summary of verbally agreed upon deadlines.

(b) CONTRACTOR's Responsibilities and Duties:

M. Elena Cabrera will provide mentorship, coaching and professional development to the State and Federal Programs Coordinator (K-12) Kathy Frye to support compliance in the area of Federal programs based upon on the job experience. DISTRICT will review topics to be provided and request additional topics as needed. Meetings will occur in-person or virtually via emails, phone calls or Zoom meetings. Coaching is not to be interpreted as legal advice and therefore any information contained in any and in all forms or documents presented by M. Elena Cabrera at any time and at any place shall be reviewed at DISTRICT expense if necessary,

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on January 28th, 2022, and will continue through 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 ten thousand Dollars (\$10,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment for work shall be made upon submission of invoice for services rendered and Santa Rosa City Schools' written approval of the work (which approval shall not be unreasonably withheld)

See attached Agreement for Services
\$225 per our rate

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

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

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 directly arising out of CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the 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". **Does not apply for individual independent service.**

(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 \$500,000 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] Does not apply: Consultant will be consulting with employees only.**

(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] Does not apply: Consultant will be working with employee(s) only as an Independent Consultant**

(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 business license 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 x80201
mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: M. Elena Cabrera
Street: 50 Iron Street, Suite 115
City/State/Zip: Folsom, CA 95630
Phone: 530-301-0711
Email: ecabrera@fcusd.org

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local ~~national, state, and local~~ regulations, executive orders, and other laws, rules, and regulations, including but not limited to, ~~and all applicable~~ 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, ~~and the District Superintendent must be notified by the Board. The parties expressly agree that DISTRICT~~ 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 ~~CONTRACTOR~~ further represent with the performance of this CONTRACT ~~imposed by this CONTRACT~~ 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, shall not be affected, and the remaining provisions shall nevertheless~~

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 _____, 2022

DISTRICT
Signature: _____
Anna Trunnell
Superintendent
Email: atrunnell@srcs.k12.ca.us
707-890-3800 x80105

AUTHORIZED SIGNER OR CONTRACTOR
Signature: M. Elena Cabrera
Print Name: M. Elena Cabrera
Title: Consultant
Email: ecabrera@fcusd.org, eeduc8@outlook.com
Phone: 530-301-0711

STATE AND FEDERAL PROGRAMS

Agreement for Services

COACHING

+ SUPPORT

M. ELENA
CABRERA
CONSULTI

This is an agreement with Santa Rosa City School to assist new and district-level program directors responsible for oversight of federal categorical programs and state requirements for serving at-risk student populations.

M. Elena Cabrera, Consulting, (hereinafter referred to as Elena) will provide Santa Rosa City Schools (hereinafter referred to as the District) the following consulting services.

Overview of topics:

Assistance with Federal Program Monitoring (FPM) in the following programs

- Compensatory Education (CE) (including Homeless and Parent Engagement)
- English Learners and Immigrant Student Programs (related, Title III)
- Supporting Effective Instruction (SEI)
- School Support and Improvement (SSI)
- Expanded Learning Programs (ExLP)

State and Federal Programs

- Planning: SPSA, SARCs, and LCAP Federal addendum
- Reporting: CARs, and other state reporting
- Committee Support: ELAC, SSC
- Poverty and Budget support
- Title Programs recommendations and resources

Contract Terms

Cost

Hourly Rate:

\$225.00 per

Coaching: in-person or virtual sessions, emails, resources, documents, phone calls, etc.

hour

Client Accepts:

I accept the products and services outlined in this agreement and the terms and conditions provided by M. Elena Cabrera Consulting.

Name	Title
Email address	School/LEA
Signature	Date

Consultant Accepts:

Signature	Date
	1/17/2022

Terms and Conditions

Payment

Payment is due upon invoice, to be paid in full within 30 days of invoice. A late fee of 3% per month may be charged for overdue and outstanding balances, with a minimum late fee of \$50.

Default in Payment

Client is responsible for all legal fees necessitated by default in payment.

Changes in Scope of Agreement

Consultant will make every reasonable accommodation to meet the needs of the client, however, significant changes in the project scope may require changes to the timeline and/or project costs. In such cases, Consultant, shall contact the client to discuss options for completing the project per original agreement or to modify the agreement to accommodate unplanned ideas or requests from the client. Consultant reserves the right to make appropriate changes to the product, to meet changes in project scope.

Consultant Responsibilities

Consultant is committed to producing the highest quality products and shall work diligently to meet and/or exceed the client's expectations. Consultant shall communicate clearly with clients in a timely manner to ensure the effectiveness of the agreements throughout the scope of the project. Consultant reserves the right to use client work as examples for Consultant marketing material unless specifically requested otherwise by client.

Client Responsibilities

The client shall provide necessary data, images, and information to prepare report(s). Client shall make requests for revision and shall communicate specifically with Consultant regarding changes and/or additions to the scope of the project in a timely manner. All final products shall be provided in an electronic file format (PDF, etc.), which become the property of the client. Consultant will provide consultative support between client and local printing company as requested. Printing cost(s) shall be the responsibility of the client, unless specifically outlined in the "agreement for services."

Project Completion

The final product described in the scope of this agreement shall be approved by the client within agreed upon timeline. Consultant provides a 30 day warranty period and reserves the right to make changes/updates as needed during that period to ensure client satisfaction.

Cancellation

This contract shall continue in effect until the products and services are completed by Consultant and approved by the client. This contract may be canceled by either party, by sending a 30-day written notice to the point of contact within either organization. In the event that this agreement is canceled, ownership of the product shall remain with Consultant and the client agrees to pay Consultant a prorated portion of the agreed costs that shall cover the product development to that date.

Limits of Liability

The services and the work product of Consultant are sold "as is." In all circumstances, the maximum liability of consultant, its directors, officers, employees, design agents, and affiliates to client for damages for any and all causes whatsoever, and clients maximum remedy, will not exceed the total cost of the project.

Ownership and Intellectual Property

Consultant retains ownership of the intellectual properties created for this project unless and otherwise agreed to through written agreement to transfer ownership of that intellectual property to the client. To the best of our knowledge, all materials and intellectual property created are originals and do not infringe upon the intellectual property rights of others.

Indemnification

The client agrees to indemnify Consultant and save it harmless against any and all liabilities, including judgments, costs and reasonable counsel fees, for anything done or omitted by Consultant in the execution of this Agreement, except as a result of i2i's gross negligence, willful misconduct or bad faith.

Acceptance of Terms

The signature of the client on the Agreement of Services section shall be evidence and acceptance of these Terms and Conditions.