



**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 Colors of Spanish (COS) 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: 07 - 0500 - 0 - 1140 - 1000 - 5800 - 127 - 5114

Funding Category: Base ☒ Supplemental ☐ Concentration ☐
Restricted: _____ Other: _____

For Billing (if applicable): Bill to: _____ Billing frequency: _____

Contract is: New ☐ Renewal ☒ Addendum ☐ Amendment ☐

Number of Individuals Served: 168 students

Approved at Site by*: Karline Daze **Date:** 6/1/2022

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval:** _____ **Date:** _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: _____ Phone #: _____

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: _____ Proposed Contract End Date: _____

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:

CCLA will provide schedule, classroom space and teacher supervision during weekly Music & Movement class.

(b) CONTRACTOR's Responsibilities and Duties:

Colors of Spanish will provide weekly, 45 minute Music & Movement class in Spanish to all TK-1st grade classes (total 7).

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 8.29, 2022, and will continue through 5.25, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed thirty-three thousand, eight hundred and eighty Dollars (\$33,880) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

COS will submit an monthly invoice to CCLA Office Manager. Payments will be made monthly.

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]

Oral language in Spanish will be developed. Teachers will supervise students during class and will be able to use the same songs with students throughout the week. Teachers will observe students during class for participation. Every student in attendance will participate.

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

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

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

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her

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

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Colors of Spanish

Street: PO Box 751296

City/State/Zip: Petaluma, CA 94975

Phone: 707-782-1084

Email: info@colorsofspanish.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 202__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Rick Edson

Deputy Superintendent

mmartin@srcs.k12.ca.us

707-890-3800 x80201

Signature: _____

Print Name: Randy Tausch

Title: Operations Director

Email: randy@colorsofspanish.com

Phone: 707-782-1084

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: _____

Anna Trunnell

Superintendent

mmartin@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Print Name: Randy Tausch

Title: Operations Director

Email: randy@colorsofspanish.com

Phone: 707-782-1084

SUPERVISED INTERNSHIP AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with University of Massachusetts Global Fairfield Campus.

SCHOOL PSYCHOLOGY

☐

EDUCATION ADMINISTRATION

☐

SCHOOL COUNSELING

☒

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Santa Rosa City Schools, hereinafter called "FIELDWORK SITE."

WHEREAS, an INTERN, as defined in Appendix A, is required to enroll in education courses while serving under the supervision of experienced UNIVERSITY and FIELDWORK SITE professionals, during which time the INTERN shall hold an internship credential granted by the California Commission on Teacher Credentialing, (hereinafter the "COMMISSION").

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, if so required, to be eligible for supervised fieldwork.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- C. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or

involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.

- D. To notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- E. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- F. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE's supervision of UNIVERSITY students.
- G. The FIELDWORK SITE acknowledges that each INTERN under this Agreement shall be a paid employee of the FIELDWORK SITE and thus covered under the FIELDWORK SITE'S insurance policies, including Workers' Compensation, to the extent available to other teachers. No intern shall be considered an employee or agent of University of Massachusetts Global while performing services for the District.

III. THE PARTIES MUTUALLY AGREE

- A. Neither party shall discriminate in the assignment of INTERNS on the basis of race, color, disability, gender, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- B. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- C. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA 94501
Attn: Melanie Martin
Phone: 707-890-3800 ex 80201

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- D. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- E. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- F. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this

Agreement.

- G. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 08/01/2022 and shall continue in full force and effect through 08/01/2025. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
Name: _____
Title: _____
Date: _____

UNIVERSITY: Signature: _____
Name: Phillip L. Doolittle
Title: Executive Vice Chancellor of Finance and
Administration and Chief Financial Officer
Date: _____

Appendix A
Definition of Internship

- A. "INTERN" is defined according to the COMMISSION as a person who is enrolled in a COMMISSION-approved internship program and is serving with an Internship Credential issued upon the recommendation of the UNIVERSITY.
- B. INTERNS shall not displace certificated FIELDWORK SITE employees. FIELDWORK SITE further agrees to provide written certification that no person with the appropriate credential, background and qualifications is interested and/or available in the position that is the subject matter of this Agreement.
- C. The internship may continue for a period of up to two years and the credential may be renewed upon a showing of good cause.
- D. The internship program is being implemented in order to provide the INTERN with an opportunity to gain field experience on a paid basis. In the event that the internship is being developed to meet an employment shortage, FIELDWORK SITE agrees to provide a statement regarding the availability of qualified, certificated individuals holding the appropriate credential.
- E. The Internship Credential is issued for service only in the FIELDWORK SITE District and the UNIVERSITY shall notify the COMMISSION of the FIELDWORK SITE'S participation.

Appendix B
Specific Supervision Requirements for Each Program

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

C. University Supervision Requirements include:

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
 - f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
- a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context

- c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school-based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.
- G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

I. Specific Supervision Requirements School Psychology Fieldwork:

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship, and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

- A. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
- B. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
 - Minimum of 3 years of experience as professional in the field
 - Possession of a PPS School Psychology Credential
 - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
- C. Provide experiences with a diverse student population.
- D. Provide experiences with a variety of educational programs.

- E. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
- i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.²
 - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.³
 - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as (a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
 - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.
- F. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:
- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
 - j. Learning about Individual differences and student diversity.
- A. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- B. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- C. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for

specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.

- D. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- F. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration Fieldwork:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall provide student with experiences with a diverse student population.
- C. The FIELDWORK SITE shall provide student with experiences with a variety of educational programs.
- D. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- E. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university semester.
- F. The FIELDWORK SITE shall ensure that the student will be treated by the FIELDWORK SITE as part of the professional staff and is provided a supportive work environment and adequate supplies. In addition, it shall see that the INTERN is encouraged to participate in district or county committees and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.



SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as “DISTRICT”, OR “BOARD” and Boys & Girls Club, 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: Expanded Learning Opportunities Program (ELOP)

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration
 ☐ Restricted: _____ ☒ Other _____

For Billing (if applicable): ☐ Bill to: _____ Billing Frequency: _____

Contract is: ☐ New ☐ Renewal ☒ Addendum ☐ Amendment

Number of Individuals Served: 140

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

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

Contract Created by: Kathy Frye, State & Federal Programs **Phone #:** 707-890-3800
 Name of SRCS employee AND dept. or school site X80420

Proposed Contract Start Date: _____ **Proposed Contract End Date:** _____

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:

- A. District will provide appropriate program facilities for 20 TK and Kindergarten students at each of our seven Title 1 elementary schools including (Biella, Brook Hill, Luther Burbank, Mary Lehman, Lincoln, James Monroe and Steele Lane).
- B. District will identify one district level employee to act as site liaison between the District and Boys & Girls Clubs of Sonoma-Marin (the Clubs). District employee will formally meet with Club representative three times during each school year as required.
- C. The District, school site principals and the Clubs will work together on the seamless integration of the after school program with the regular day program.
- D. In order to provide a seamless integration principals will be oriented on their roles and responsibilities through collaboration with the Clubs and District.
- E. District principals will comply with assurance of meeting with Club directors on a regular basis.
- F. The Clubs will provide healthy snacks to students.
- G. District will co-develop indicators for a successful program evaluation with the Clubs.
- H. District will be responsible for providing custodial supplies used by the clubs staff and members.
- I. District's contract manager will meet every other month with the Clubs and principals.
- J. The District in conjunction with The Clubs will work together in preparing any future required reporting for the ELO Program (reports have not been determined by CDE at the time of this contract).

(b) CONTRACTOR's Responsibilities and Duties:

- A. Boys & Girls Clubs of Sonoma-Marín will expand their extended day services for 20 TK and Kindergarten students at Biella, Brook Hill, Luther Burbank, Mary Lehman, Lincoln, James Monroe and Steele Lane Elementary Schools.
- B. The Clubs will provide direct service, in the model outlined below or in a CDE sanctioned amended model to accommodate COVID-19 health & safety protocols. The Clubs will comply with all county and state health orders in the delivery of the program.
- C. The Clubs will provide direct services to TK and Kinder students in the required ratio of 1:10. The Clubs may also maintain a waiting list to ensure this is met
- D. The Clubs, school site principal, and District will work together on the seamless integration of the after school program with the regular day program.
- E. The Clubs will provide parent information, registration and communication, including a parent and child orientation in a language the parents understand and translated monthly newsletters.
- F. The Clubs will provide all materials necessary to run the Extended Day program. School site supplies will not be utilized for the running of the program.
- G. The Clubs will maintain timely records for attendance fiscal reporting and program evaluation.
- H. The Clubs will establish a sign-in, sign-out procedure that records what time the student leaves the program and with whom to ensure student safety. The Clubs will help ensure that students report directly to the Clubs upon dismissal and will implement a system to verify absences from the afterschool program for student safety purposes.
- I. The Clubs will co-develop indicators of successful program evaluation with the District.
- J. The Clubs will prepare in a timely manner semi-annual attendance, quarterly expenditure reports, annual after school evaluation, annual continuous quality improvement, and other reports required by CDE.
- K. The Clubs will work together with the district to provide targeted out-of-school-time intervention, tutoring and homework assistance and standards-based enrichment activities. The Clubs will ensure that the program contains a balance of components including educational literacy, enrichment and a safe physical and emotional environment. The daily schedule, hours of operation, and attending students will be mutually agreed upon depending on the school's instructional model. If a school operates on a pre-COVID attendance model & schedule, the Club will operate on school days from the close of the school day until 6:00 pm every school day.
- L. The Club may choose to close for up to 3 professional development days.
- M. Children will participate in structured activities designed to improve and enhance literacy, communication, and social skills.
- N. The Club and the District will collaborate to establish the extended education program days of operation based on the district's instructional calendar.
- O. The Club will be solely responsible for supervising their employees. The Club certifies that staff providing services are adequately trained and prepared to work with TK and Kindergarten students. Ongoing training will be provided to staff. Club will ensure that all Club employees meet Santa Rosa City Schools' minimum requirements for the instructional assistant position, save current District employees whose compliance requirements will be monitored by the District.
- P. Club will work, in partnership with the site principal to select students and will work to recruit these students. Priority enrollment will be given to homeless and foster youth per EC sections 8483(c) (1) (A) and 8483 (d) (1) (A).
- Q. Club and site principals will confer regarding TK and Kindergarten student attendance and discipline issues and actions, including removal from the program.
- R. The Club will comply with the assurance of meeting with site principals on a regular basis.
- S. Club will follow the same level of discipline expectations, rules, MTSS and Restorative Practices in order to maintain student behavior consistent with the school culture during school hours.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 11th, 2022, and will continue through June 1st, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Seven hundred thousand Dollars (\$700,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The Extended Education grant funding is allocated annually for a period of 1 year, and will be reconsidered for continuance each year at the time of the annual evaluation. (EC Section 8483.5)

Santa Rosa City Schools will pay the Boys and Girls Clubs of Sonoma-Marin for the early childhood extended day education services outlined in this contract for each of the respective schools: Abraham Lincoln, Albert Biella, Brook Hill, Helen Lehman, James Monroe, Luther Burbank and Steele Lane Elementary School. The Club will bill the District monthly for reimbursement.

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]

PRIORITY OUTCOME # 1: Students will increase their academic preparedness skills for later grades. (C2C Goal 2 & 4).

1. Students will engage in learning activities designed to build literacy skills using the HYLAS (High Yield Learning Activities) and other materials made available through the Boys & Girls Club and the District that enhance reading, writing and mathematics
2. Students will participate in lessons designed to increase the ability to communicate via speaking and listening, following directions and actively participating in group activities.
3. Students will participate in Power Hour daily to support mastery of Kindergarten learning standards.

PRIORITY OUTCOME # 2: Students will develop their cognitive, social and emotional skills as they further develop good character. (C2C Goal 5).

1. Students will interact with their peers and adults to learn how to share, cooperate, take turns and persevere within a safe learning environment guided by professionals.
2. The Clubs staff will recognize 45 youth annually through Youth of the Year program, which culminates in an end of the year family ceremony.
2. Students will participate in at least 2 program wide service projects.
3. The Clubs Members will participate in at least 1 Leadership and Character development program each year (offered quarterly).

PRIORITY OUTCOME # 3-Students will learn about and use healthy learning strategies (C2C Goal 5).

1. Students will participate in a least 30 minutes of physical activity daily.
2. Students will participate in the healthy eating and nutrition program every year.

The Clubs will use the five key elements for positive youth development indicators in concert with the District's goal for students to create & construct a viable argument and has aligned these goals to Sonoma County's Cradle to Career (C2C) goal areas.

Five Key Elements for Positive Youth Development (C2C Goal 3)

1. A safe, positive environment is built throughout the entire Extended Education program.
2. The Clubs maintain a focus on FUN for members of all ages.
3. The Clubs encourage the development of supportive relationships not only between members and caring adults, but peer-to-peer as well.
4. The Clubs provide opportunities for all Members to be actively engaged in the Clubs Experiences and sets high expectations.
5. The Clubs offer recognition for members, both formally, and informally for their successes and accomplishments.

Evaluation: There will be two formal evaluation meetings with the manager of the program and management from The Clubs. If areas of improvement are identified The Clubs shall be given written notice of deficiencies and 30 days to demonstrate corrective action. Failure to do so may result in a notice of termination as noted in section 12. If both evaluations are without deficiencies, then a renewal contract of two years may be considered dependent on funding available.

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 x80201

atrunnell@srcs.k12.ca.us

CONTRACTOR:

Name: _ Boys & Girls Club

Street: 1400 Dutton Avenue, Suite 24

City/State/Zip: _ Santa Rosa, CA 95401

Phone: 707-919-0560

Email: medwards@bgcsonoma-marin.org

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

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

23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for

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

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

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

THIS CONTRACT IS ENTERED INTO THIS _____ DAY OF _____, 201

DISTRICT

AUTHORIZED SIGNER OR CONTRACTOR

Signature: _____

Signature: _____

Anna Trunnell

Print Name: Michelle Edwards Heery

Superintendent, Santa Rosa City Schools

Title: Chief Development Officer & Executive Vice President

atrunnell@srcs.k12.ca.us
(707) 890-3800 x80101

Email: mheery@bgcsonoma-marin.org

Phone: 707-919-0560

AGREEMENT FOR SERVICES

Between Santa Rosa City Schools
and Lucid Partnerships, Inc.

This Agreement (the "Agreement") is made on August 5, 2022 by and between:

Client: Santa Rosa City Schools

Contractor: Lucid Partnerships, Inc.

BACKGROUND

1. Client is of the opinion that Contractor has the necessary qualifications, experience and abilities to provide services to Client.
2. Contractor is agreeable to providing such services to Client on the terms and conditions set out in this Agreement.

SERVICES TO BE PERFORMED BY CONTRACTOR

3. Contractor agrees to provide Client with services consisting of:
 - ⇒ Supporting Superintendent and Cabinet as detailed in the Scope of Work attached to this Agreement as Attachment A and incorporated by this reference and made an integral part thereof (the "Deliverable(s)" and collectively the "WORK").
4. Client agrees to provide the logistical support needed to provide the WORK as detailed in Attachment A.
5. Client will notify Contractor in writing within five (5) business days of receiving a Deliverable whether it accepts or rejects the Deliverable. If Client fails to provide such timely notice, it will be deemed to have accepted the Deliverable. If Client rejects the Deliverable, it may either terminate the Agreement pursuant to Paragraph 19, or it may allow Contractor an opportunity to revise the Deliverable to render it acceptable to Client.

COMPENSATION

6. For the services rendered by Contractor as required by this Agreement, Client will provide compensation to Contractor up to \$42,000.
7. Client will be invoiced by Contractor on a monthly basis.
8. Invoices submitted by Contractor to Client are due within 30 days of receipt. Any late payments will incur a late fee of 5.00% per month on the amount still owing.
9. Contractor will be reimbursed from time to time for reasonable and necessary expenses incurred by Contractor in connection with providing the WORK under this Agreement. Pre-approval is required for expenses.

AGREEMENT FOR SERVICES

Between Santa Rosa City Schools
and Lucid Partnerships, Inc.

OWNERSHIP OF INTELLECTUAL PROPERTY

10. All intellectual property and related material that is developed or produced under this Agreement will be the property of Contractor. Client is granted a non-exclusive limited-use license of this Intellectual Property.
11. Title, copyright, intellectual property rights and distribution rights of the Intellectual Property remain exclusively with Contractor.

CONFIDENTIALITY

12. Contractor agrees not to disclose any Client Confidential Information and to take all reasonable precautions to prevent its unauthorized dissemination, both during and after the Agreement. Without limiting the scope of this duty, Contractor agrees to limit its internal distribution of Client Confidential Information to its employees and agents who have a need to know, and to take steps to ensure that the dissemination is so limited. Contractor agrees not to use any Client Confidential Information for its own benefit or for the benefit of anyone other than Client. Without limiting the scope of this duty, Contractor agrees that it will not directly or indirectly convey or otherwise make available to any third party for any purpose, including, but not limited to those who would use the Confidential Information to solicit, sell, loan, rent, transfer, or otherwise disclose any Client Confidential Information provided for or related to the services for which Contractor is hired, without Client's express prior written consent.
13. Client Confidential Information means information relating to Client's clients (such as name, property address, phone number, and the fact of the client relationship), research, development, products, methods of appraisal, trade secrets, business plans, customers, finances, and other data related to the business or affairs of Client. Client Confidential Information does not include any information (i) which Contractor knew before Client disclosed it to Contractor; (ii) which has become publicly known through no wrongful act of Contractor; or (iii) which Contractor developed independently, as evidenced by appropriate documentation.

CAPACITY/INDEPENDENT CONTRACTOR

14. In providing the WORK under this Agreement it is expressly agreed that Contractor is acting as an independent contractor and not as an employee. Contractor and Client acknowledge that this Agreement does not create a partnership or joint venture between them and is exclusively a contract for service.
15. Contractor shall retain independent professional status throughout this Agreement and shall use its own discretion in performing the WORK. Contractor shall, however, where applicable, proceed in accordance with direction or suggestions made by Client.

AGREEMENT FOR SERVICES

Between Santa Rosa City Schools
and Lucid Partnerships, Inc.

16. Contractor is not an employee and is ineligible for all Client employee benefits. Contractor is responsible for paying all required state and federal taxes. In particular:

- Client will not withhold FICA (Social Security) from Contractor's payments;
- Client will not make state or federal unemployment insurance contributions on behalf of Contractor;
- Client will not withhold state or federal income tax from payment to Contractor;
- Client will not make disability insurance contributions on behalf of Contractor;
- Client will not obtain worker's compensation insurance on behalf of Contractor.
- All payments hereunder as listed on Exhibit A will be inclusive of all charges and taxes, for which Contractor will be solely responsible.

17. Contractor shall retain the right to pursue and perform services for others during the term of this Agreement. Services are being provided on a time-limited basis and are not intended to replace any Client staffing.

ASSIGNMENT

18. Neither Client nor Contractor may assign this Agreement or any part of it to another party without the prior written consent of the other party.

TERM OF THE AGREEMENT

19. The term of this Agreement will begin on August 11, 2022 and will remain in full force and effect until October 28, 2022, or until it is terminated by one of the parties, whichever is first.

20. In the event that either Party wishes to terminate this Agreement, that Party will be required to provide 10 days written notice to the other Party.

PERFORMANCE

21. The Parties agree to do everything necessary to ensure that the terms of the Agreement take effect.

DISPUTE RESOLUTION

22. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation.

23. If the dispute is not resolved within a reasonable period, then the parties agree to select a mutually agreeable, neutral third party to help them mediate it. The costs of mediation will be shared equally.

24. If the dispute is not resolved after 30 days in mediation, the parties agree to choose a mutually agreeable arbitrator who will arbitrate the dispute. Recovery of the costs of

AGREEMENT FOR SERVICES
Between Santa Rosa City Schools
and Lucid Partnerships, Inc.

arbitration, including reasonable attorney's fees, will be determined by the arbitrator. The results of any arbitration will be binding and final. Arbitration shall take place in Alameda County, California

INDEMNIFICATION

25. Client shall defend, indemnify and hold Contractor harmless against all loss, expense, and liabilities resulting in any way from any act or omission on the part of Client, from Client's negligent performance under this Agreement, or from a breach of any provision of this Agreement.
26. Contractor shall defend, indemnify and hold Client harmless against all loss, expense, and liabilities resulting in any way from any act or omission on the part of Contractor, from Contractor's negligent performance under this Agreement, or from a breach of any provision of this Agreement.
27. It is agreed that Contractor's liability for uninsured losses shall not exceed the amount paid by Client to Contractor for the WORK.

UNFORESEEN CIRCUMSTANCES/FORCE MAJEURE

28. No delay or failure by the parties hereto in the performance of any obligation of this Agreement shall be deemed a breach of this Agreement nor shall it create any liability, if the same shall arise by reason of any cause beyond the reasonable control of the affected party, including, but not limited to, labor disputes, strikes, wars, riots, insurrection, civil commotion, accident, shortage of materials or equipment, government regulations or orders, pandemics, fire, flood, storm, or any other acts of God, including defects and/or breakdowns of equipment and programming errors not within the reasonable control of the affected party, provided that the party so affected shall use its best efforts to avoid or remove such cause of nonperformance and shall continue performance hereunder as soon as practicable. In the event such cause occurs and exceeds thirty (30) calendar, the party not so affected may cancel this Agreement upon written notice and without further liability.

NOTICES

29. All notices or other communications required or permitted to be given pursuant to this Agreement shall be in writing and shall be considered as properly given or made (a) when received, if hand delivered, sent by facsimile or email transmission (the receipt of which is confirmed) or sent by express overnight courier service, or (b) two (2) business days after deposit in the mail if mailed by first class mail, postage prepaid.

GOVERNING LAW

30. This Agreement shall be governed by and interpreted according to the laws of California.

AGREEMENT FOR SERVICES

Between Santa Rosa City Schools
and Lucid Partnerships, Inc.

SEVERABILITY

In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

APPROVALS

CONTRACTOR

By: Luz T. Cázarez Date: 8/5/2022

Luz T. Cázares
Lucid Partnerships, Inc.
2601 Blanding Ave, Suite 508
Alameda, CA 94501

CLIENT

By: Anna Trunnell Date: Aug 5, 2022
Anna Trunnell (Aug 5, 2022 15:14 PDT)

Anna Trunnell, Superintendent
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

ATTACHMENT A
SCOPE OF WORK (THE "WORK")

For the Agreement for Services between
Santa Rosa City Schools
and Lucid Partnerships, Inc.

This scope of work describes the mutual responsibilities of Client and Contractor.

DELIVERABLES

Lucid Partnerships, Inc. will:

- I. Provide business services support to the Superintendent and Cabinet based on the Superintendent's direction
- II. Provide guidance and support to the leadership of the business services teams (i.e., Fiscal Services, Child Nutrition Services, Facilities, Maintenance and Operations, and Purchasing) as needed, including regular scheduled meetings (in-person and/or virtual)

Client will provide the logistical support needed to deliver the agreed upon services in the agreed upon timeframe, including weekly check-ins.