

Los Rios Community College District

Purchasing: (916)568-3071 * FAX (916) 568-3145 LRCCDpurchase@losrios.edu

Accounting Ops: (916)568-3065 * FAX (916) 286-3636 Acctg-ops@losrios.edu

PLEASE SEE TERMS AND CONDITIONS APPENDED TO THIS PO

Supplier: 0000038871 SANDIFER TAMAIRA 2701 DEL PASO RD 130-119 SACRAMENTO CA 95835

(916) 533-8985 Phone:

email: info@studio+dance.com

PURCHASE ORDER NO 0001115744

| Date | Revision | Page |
|------------|-------------------|-----------------|
| 06/02/202 | 1 | 1 |
| Payment Te | rms Freight Terms | Ship Via |
| NET 30 | Shipping Point | Best Method |
| Reference: | | Location / Dept |
| 1029289 ES | TOMOS HANEYB | 01ARC CALWORKS |

FOLSOM LAKE COLLEGE Ship To:

RECEIVING

10 COLLEGE PARKWAY FOLSOM CA 95630 **United States**

Bill To: **LRCCD**

Invoice to: acctg-ops@losrios.edu

1919 Spanos Court Sacramento CA 95825-3981

United States

Tax Exempt? N

Quantity UOM PO Price Item/Description Line-Sch **Extended Amt Due Date** 1- 1 CONFERENCE WORKSHOPS AND GROUP 05/05/2021 1.00 LOT 5,500.00 5,500.00 TRAINING SESSIONS FOR FOLSOM LAKE

Conference workshops - (2) 1-2 hour(s)

- Bi-monthly training sessions
- Up to 100 attendees per virtual session

COLLEGE

Group Training Sessions

- Student Q&A
- Bi-monthly (1) hour Q&A sessions with Miss Tee
- Health, Career, personal development, and household management

PSA LRCCD# 21-0315

PER PO TERMS AND CONDITIONS ITEM #19 CONTRACTOR IS TO PROVIDE PROOF OF INSURANCE CERTIFICATES LISTING LRCCD AS ADDITIONALLY INSURED

RCVR# 1097030

Paid:

Check#: 94-816208

Date: 6/09/21

Sub Total Amount Sales Tax Amount **Total PO Amount**

5,500.00 0.00 5,500.00

Amount: \$5500

Voucher#:

Fd Prog Sub <u>Proj</u> **Amount** <u>BYear</u> 12 FL.VS.WORK 64900 00000 5,500.00 2021

0001029289CHAVEZA04-MAY-2021

All shipments, invoices, and correspondence must be identified with our Purchase Order Number. Overshipments will not be accepted unless authorized by Buyer prior to shipment. Authorized Signature

Notice to vendor: You are responsible for delivering good and delivery documents to the Receiving Department at the site. Failure to so do will delay payment processing. Vendor is responsible for obtaining verification of delivery by authorized Receiving Room personnel. Receipt of good by other parties and failure to obtain authorized signatures may also delay payment. NOTE: PAYMENT TERMS NET 30 MATERIAL SAFETY DATA SHEETS (MSDS) must be provided with the delivery of product as required by law.

Requisition

Supplier: SANDIFER TAMAIRA

2701 DEL PASO RD 130-119 SACRAMENTO CA 95835

United States

Phone: (916) 533-8985 email: info@studio+dance.com

Ship To: **RECEIVING**

10 COLLEGE PARKWAY

FOLSOM CA 95630-6798

0000038871

Business Unit: GENFD OPEN Req ID: Date Page 0001029289 03/20/2021

Requisition Name: FY21 SANDIFER TAMAIRA Requester

Sharisse Estomo Requester Signature

Buyer: Suzanne Rouiller

Approved:

Entered By: ESTOMOS 20-MAR-2021

| Line-Schd | Description | Quantit | y UOM | Price | Extended Amt Due Date |
|-----------|--|---------|-------|----------|-----------------------|
| 1-1 | CONFERENCE WORKSHOPS AND GROUP TRAINING SESSIONS | 1 | LOT | 5,500.00 | 5,500.00 03/31/2021 |

5,500.00 Sub-total 426.25 Est. tax

5,926.25 Total Requisition Amount:

PSA

Conference workshops - (2) 1-2 hour(s)

- Bi-monthly training sessions

- Up to 100 attendees per virtual session

Group Training Sessions

- Student Q&A

- Bi-monthly (1) hour Q&A sessions with Miss Tee

- Health, Career, personal development, and household management

<u>Fd</u> 12 <u>Org</u> <u>Proj</u> BU Sub <u>Amount</u> <u>Acct</u> Prog 5100 FL.VS.WORK 64900 00000 GENFD 592X 5,500.00

Purchases Charged to Catagorical Programs, Grants or Special Project.

Program Name: CalWORKs Project Grant: 592X

Program Director: Sharisse Estomo

Program Goal: Help & teach students and educators how to achieve their dreams, fulfill their p

| Approval Signature | Approval Signature | Approval Signature |
|--------------------|--------------------|--------------------|
| | | |





Tee Sandifer's purpose is to help and teach students and educators how to achieve their dreams, fulfill their purpose, and succeed. Miss Tee built a creative enterprise that serves 7,800 educators, 192,000 students and their families in major cities across the country... and she did it from scratch.

As an arts & entertainment business owner & founder of innovative social programs that specifically work with under-resourced communities, she's seen the benefit of these teachings in the lives of thousands of families, including her own. She's demolished nearly \$600,000 of debt, went from laughable to excellent credit, and danced her way from homelessness to the home of her

dreams. Not only will she help you think outside the box of traditional education, she will teach you how to use the trauma and disadvantages that we all are facing today as a way to help students find their unique joy and advantage in life.

Miss Tee's sessions are relevant because educators and practitioners, along with emerging cultural and artistic programmers and educators are facing the destruction of long held beliefs and institutions. Now is an exciting time to transform. Real life lessons that are culturally and artistically relevant to our young people will make the difference in reshaping how we view and practice educating them. Miss Tee will share her story of walking in their footsteps and living life in their experiences as part of her own history.

Participants will understand the level of presence, commitment, and care it takes to truly transform, inspire, and empower people to become their best selves. She believes the ingredients and magic are already within each of us and, as student supporters and arts practitioners, our role is to be the creative force that propels them along their path.





Workshops (4 school campuses):

\$12,000.00

\$3,000 per campus

- Conference workshops (2) 1-2 hour(s)
 - Bi-monthly training sessions
 - Up to 100 attendees per virtual session
- Group Training Sessions Student Q&A
 - Bi-monthly (1) hour Q&A sessions with
 Miss Tee Health, Career, personal development,
 and household management

SESSION SAMPLE

- How to Not Go Broke At Christmas: Mastering the Gift of Budgeting
 - Creating and following a Budget
 - How To Stretch Your Dollar
- Meal Prep Bootcamp for Families
 - Menu Planning for Your Family
 - Meal Prep: Easy Tips to Save Money and Eat Healthy
- Miss Tee's Journey
 - How Abuse, Poverty, and Really Bad Parents Lead me to Success: Using trauma to build strength, hope, and imagination
- Take Charge of your Career Path
 - o Resumes | LinkedIn | Social Media Presence
 - Positive presentation that lands you any opportunity
- Q &A



PassToClass.com:

\$10,000.00

License to On Demand Distance Learning platform

\$2,500 per campus

- Get Up & Dance Workshops (8-30) Minutes | Weekly for remainder of academic year for stress reduction, fitness, and emotional release
- Video Lessons On Demand learning for personal growth and Empowerment: includes Side Hustle Academy (entrepreneurship training), and LVL UP (content creator training)
- Downloadable Worksheets and Empowerment exercises
- Monthly tips and strategies to stay on their personal growth track
- Includes cumulative reports of individual student usage and data measuring growth and success

PASSTOCLASS.COM On-Demand Access - Tools for Success:

(For students and their families)

- "Get Up & Dance" Sessions for stress reduction, fitness, and emotional release
- Video Lessons On Demand learning for personal growth and empowerment
- Bi-Weekly Q&A sessions with Miss Tee Health, Career, and household management
- Downloadable Worksheets and Empowerment exercises
- Monthly tips and strategies to stay on track with what you've learned via email
- Facebook Group Page: Join our community of champions. Here you can ask questions, be encouraged, and encourage others

TOTAL - \$22,000.00



Executive Summary

3 Point 0, DBA "Studio T Arts & Entertainment" was founded to change the lives of at-risk youth and their families by using dance as a tool to reach difficult-to-serve populations, especially low-income minority communities. Through innovative and culturally relevant programming, we serve over 5,000 individuals each year across three counties, five school districts, and 52 school sites. For nearly 15 years we have worked to keep Sacramento's most vulnerable young people off the streets by giving them a positive, creative, and social alternative to drugs, teen pregnancy, gang violence, and suicide.

We started by teaching dance in schools, urban housing developments, after school programs, and community centers; what we quickly found was that our students thrived, but they needed more. We serve kids and families who face poverty, hunger, and a systematic lack of opportunity, constantly making impossible choices between things like buying food or paying rent. So, we tasked ourselves with a challenge. In addition to giving hope through dance, our daily work grew to include financial education, life & social skills training, and entrepreneurship. As a result, we've seen an explosion in the academic growth and success of our kids and the transformation of entire families.

With the onset of the current crisis there has been a heightened demand for our services through our existing training platform PassToClass.com. Until March 2020, it was a limited resource but since the COVID-19 crisis we have added over 60 hours of video across 40 different lessons. With partnership, we will build interactive functionality for youth, educators, and parents. We will collaborate with professional teaching artists to create new content, and work with community partners to professionally record content focused on wellness and improving entrepreneurial resiliency.

We have also created entrepreneurship programs to help youth learn and monetize their creative talents.

Description

Our team of 11 full time and part time dedicated staff and dozens of passionate volunteers demonstrates our grassroots approach to addressing social issues that require significant trust building, cultural understanding and language to build *anti-oppression practices that* work. In addition to giving hope through the arts, our daily work grew to include financial education, life & social skills training, entrepreneurship training, and the provision of emergency clothing, and hygiene items for self care.



Our target client base for over 20 years now is underserved and under-resourced students who have been economically harmed by COVID-19 through the reduction or elimination of previous work opportunities.

Through our programs we will provide 21st-century skills to up to 100-150 underserved and at-risk youth, providing them with hands-on experience that will propel them towards good jobs and better economic opportunities than what would be available to them otherwise. We will also serve up to 20 small businesses who have seen significant declines in revenue due to COVID-19, helping them to recover through improvements in their digital marketing and online presence. The long term impacts both for these youth and the small businesses is to drive generational income, community growth and economic activity in some of our city's hardest-hit communities.

The training will be hybrid offering self paced studies online and in person instruction and application. This project works in tandem with our existing youth development projects currently offered as distance learning to school districts locally and nationally giving us access to a rich pool of candidates and offering our youth seamless distance learning to complement their academic day. We will also leverage relationships with local superintendents, youth supports services, and principals to assist us with capturing measurable outcomes with our youth and how our training is being implemented in their daily lives.

Our students are primarily from communities in high poverty areas.

| Ethnicity | | <u>Gender</u> <u>Served</u> | Income Levels Served |
|--|---|--------------------------------|---|
| 43% African American or Black 12% Hispanic 8% Asian 7% White | 2% American Indian or Alaskan Native 2% Native Hawaiian, Pacific Islander 26% Other | 64% Females 36% Males | 79% Low Income 18% Moderate Income 3% Middle Income |

Specific communities where we provide Mobile services in California include Sacramento, North Highlands, Rancho Cordova, South Sacramento/Meadowview, Oak Park, North Sacramento/Del Paso



Heights, and Sacramento Broadway Corridor. The scale of the impact of the program will have a direct effect on 75% or more of sacramento school aged youth.

Programs

Studio T Arts & Entertainment - Our program model is to connect with difficult-to-serve youth, then address their broader needs through workshops which feature expert community partners. For example, we conduct programs for youth and their parents with *Pantry Overflow* and *Sacramento Helping Hands*, who teaches families how to maximize their budgets and buy food with less. We intend to leverage our ability to create high quality video content by partnering with other arts and community organizations, filming what they teach and producing online material for the site. These videos would become available on the platform, but also become a tool those organizations would maintain ownership of and have the ability to use to better serve their target populations as well. Examples of partner content we will produce are:

- Family management
- Budgeting and savings
- Culturally relevant financial literacy
- How to manage your personal brand
- Marketing yourself in the creative workforce

In addition, we will partner with our professional dancers, videographers, photographers, social media content creators, and entrepreneurs who we've launched and others we have already built relationships with (examples below) to train the next cohort of youth and to create content for the digital learning platform. Grooming the creative and innovative leaders of tomorrow is not a new venture for us as we have launched many youth who are earning a living working with major artists and brands today.

PassToClass.com - Studio T's Pass to class is unique and innovative in two key areas, their ability to work hard to reach populations and their outreach activities that incorporate technology. Studio T is known for their ability and willingness to work with hard-to-reach populations, especially low income at-risk children and youth living in high risk environments. They accomplish this by literally meeting the children and youth where they are, in their communities, using culturally relevant forms of art.

They partner with community centers, schools, churches, and other community gathering spaces to provide facilities for their dance classes. Students are then encouraged to branch out, performing in



other communities and participating in other dance workshops. They use hip-hop and urban dance as a way to engage students and then build on this relationship, introducing new dance genres and arts mediums along the way.

To keep up with the growing importance of social media and technology in not just the arts realm, but in the lives of youth, Studio T utilizes multiple technology platforms. They publish dance, emotional wellness, and entrepreneurial tutorials as a way to supplement their services to current students and partners and to outreach to individuals across the state and the country. Currently utilized media platforms include Facebook, Youtube, Vimeo, and Pass2Class.

LVL UP Creative Campaigns For Change - is a social marketing campaign designed to educate youth using the arts in vulnerable communities in Sacramento about staying mentally and physically healthy during and following the COVID-19 pandemic. During the COVID-19 pandemic youth and young adults whose developmental needs are negatively impacted from the COVID-19 pandemic are at higher risk for negative mental health outcomes, such as anxiety, grief and loss, depression, frustration, and harm to self or others as the isolation and separation from school, social and community networks continued to be strained during the COVID-19 pandemic.

The LVL UP Creative Campaign for Change has been designed to be an easily replicated model of social media marketing campaign that can be adapted to alter messages most critical to the health and wellness of historically marginalized communities and communities that have been further disenfranchised because of the COVID-19 pandemic. We want to provide a framework that other community based organizations can use to distribute critical messaging to various communities in vulnerable and/or at-risk areas most heavily affected by the COVID-19 pandemic. This is a new facet to our program and has received a grant from the City of Sacramento to build out.



FAMILY OF PROGRAMS FOR AND LARGELY PRODUCED BY OUR YOUTH



Studio T Arts | All things dance and the arts



Pass To Class |
Online and Distance
learning tool for
families and
educators



Side Hustle
Academy | Creative
Business Training
for Youth



LVL UP Creative Campaigns For Change



Statewide Dance
Day and Dance
Festival



<u>Career Fair and Job</u> <u>Training Block Party</u> for Youth



Performing Arts
Competition for
Youth in
Under-resourced
Communities



Program Lead Biographies

Tamaira "Miss Tee" Sandifer - Executive Director and Program Manager - is the president of Studio T Urban Dance Academy and founder of The California National Day of Dance. She serves over 5,000 youth per year in school districts throughout Northern California through educational partnerships and enrichment programs that open up career paths to the arts. She has spent the past 30 plus years teaching dance and helping youth see their greatness. Many of her students come from under-resourced communities, and have gone on to become celebrated dance professionals, often returning to the program to become mentors and teachers for the next generation of artists.



Sandifer's success in building this organization is the direct result of her own struggles and triumphs growing up in Richmond with a single mom. Early in her career as a teaching artist she consistently saw disinterested kids suddenly electrified by the prospect of learning a new move. Her studio in Sacramento offers kids so much more than dance lessons; at Studio T, young people from all backgrounds become skilled professionals in performance and stage crew, graphic and costume design. Sandifer's "whole person" approach addresses every young person's needs so they can heal, connect, and flourish as participants in the creative economy. As a degreed Photography major and Deaf studies minor from Sacramento State, Sandifer continues to teach her many proteges to create the big picture and communicate through movement. Alumni of her program have

included *So You Think You Can Dance* winners, *World of Dance* contestants, college graduates, and program graduates who've gone on to work in entertainment, touring with celebrities and performing at award shows.

Program Highlights:

- PasstoClass.com Virtual Dance Classes for Schools (rainy day recess and P.E. alternative)
- Sweet Tee Time YouTube Channel Practical teaching and encouragement for educators and parents
- California's Day of Dance Statewide Dance Day for all
- SacTown Showdown District Dance Competition for youth of Sacramento, CA



Dance Captain Miss Hannah Feuerwerker - Program Manager - discovered her passion and talent for dance when at the age of 12, she started at the Studio T Urban Dance Academy. By the time she was sixteen, she was not only teaching herself, she had bloomed into a confident young woman with a strong work ethic and a drive to do more. Today, she is a walking example of the program, modeling the power of dance in Sacramento's schools, churches, community centers, and libraries for the past 8 years. She is a graduating college senior with a Dance major, and communication minor, from Sacramento State. She already owns her own DJ company.



In a very short time, Miss Hannah has performed, traveled, and attended workshops across the country, including: Pulse New York, LA Hip Hop Intensive, Monsters of Hip Hop, and Los Angeles' BuildaBeast. She has worked with artists like Kehlani, Lecrae, DLow, Khaled, and Kamaiyah. In addition to dance, she also DJ's professionally, working with her local radio station Hot 103.5. Miss Hannah is a testament to the power of dance and community connection she received as a Studio T student. With the support of this grant, Miss Hannah will continue her role as lead dance captain on the digital platform creating educational content and hosting live online sessions with youth. *** VIDEO work samples can be found at: http://www.youtube.com/studiotdance ****



Dance Captain Miss Asia Sandifer - Administrative Assistant - grew up in the atmosphere of Studio T Urban Dance Academy as Miss Tee's daughter. She took to it naturally and started teaching in the community when she was just 15 years old. With the encouragement of family and community, she awakened her to her own imaginative, high-energy style, naturally gravitating to Break Dance and Hip Hop. In 2008, after a near-fatal drowning due to epilepsy, Asia was left in a coma and was never to walk again. Instead, she defied the odds and got back on the dance floor inspiring her creative youth counterparts for years to come. After graduating from the Natomas Charter School for the Performing Arts, mastering the traditional dance disciplines, her confidence and skill grew. Dreams and goals that once felt beyond grasp now seemed possible. Miss Asia now

performs, travels, and attends workshops all over the country. She is a Sacramento State senior pursuing her Bachelor's Degree in Art. She has danced for Pulse New York, Hip Hop International, LA Hip Hop Intensives, Monsters of Hip Hop, BuildaBeast, and worked with A-list artists and choreographers nationwide for nearly 14 years.

She is also a self-taught gymnast and budding animator. Her goal is to join the Pixar team where she can combine her skills of art and movement to promote positive purpose and joy through animated stories of hope. With the support of this grant, Miss Asia will continue to help the online community express their own stories through dance as a content creator and online educator. *** VIDEO work samples can be found at: http://www.youtube.com/studiotdance ****

Nakaana Kato fills the Lead role for STAE's media team and manages anything video related. His team captures our big community events, Master Classes, Vlog style videos, How to's and the social media presence required by each. Nakaana is focused on mastering as diverse a variety of technical skills and environments as possible, allowing him to hone his abilities as a videographer, photographer and media leader. He maintains additional competencies in creative specialties like animation, web development, lighting, editing, recording, cinematography, and graphic design. Before becoming a full time videographer, his experience as an IT Assistant for one of the largest property management firms in Northern California helped him reorganize



Studio T's entire digital file structure, lending to the organization's ability to quickly expand our new PassToClass.com platform.

In addition to working with Studio T, Nakaana is a college student at American River College where he will be graduating and transferring to UC Davis in 2021 with 3 associate degrees in mechanical engineering, mathematics, and general sciences. He is pursuing a bachelor's degree in aerospace engineering, which he will use to become an astronaut and walk on the moon. Nakaana also has an extensive history of volunteering with community youth, tutoring and working in a 3D printing lab. *** VIDEO work samples can be found at: http://www.instragram.com/staemedia ****

Maxwell Adams - Creative Services Manager and Production Lead - had a desire to work in TV production since he was young, experimenting by making videos with his friends and posting them on YouTube. Working at Studio T was the first place where he realized that his dream could be a reality. In 2018 Miss Tee asked him to write a simple script, and partner with her to produce content for the youth who frequent the digital community. From then on, he started taking steps to make this his career. By the time Adams graduated, he had made the honor roll, made magna cum laude, and had a 4.18 GPA. Adams has scripted, directed, and produced over 30 episodes of youtube and social media content for Studio T Arts. He's studying speechwriting and wrote and edited a 18 episode TV program called *Breakthrough with Bill, and over 24 episodes with Studio T's PassToClass*.

Adams has also received his AA degree in Information Technology - Systems and Security at American River College, graduating in May of 2020 with honors. He will continue to develop his creative career, and use his IT degree expanding Studio T's digital footprint as a media team member. He credits his time as both a student and employee with Studio T for allowing him to recognize his talent, and encourage his personal development. As a committed community member, he is a role model for other young people, particularly young men entering the program. **** VIDEO work samples can be found at: http://www.instragram.com/staemedia ****



American River College Cosumnes River College Folsom Lake College Sacramento City College

1919 Spanos Court Sacramento, CA 95825 Phone: 916 568-3021 Fax: 916 561-0574 www.losrios.edu

VENDOR PACKET CHECKLIST

| 1. REVIEW: | |
|--------------|--|
| | Welcome Letter |
| | Vendor Application |
| | Contractor Requirements for public works projects including maintenance |
| | Insurance Requirements for vendors providing onsite or contract services |
| | Purchase Order Terms and Conditions |
| 2. COMPLET | E AND RETURN: |
| ✓ | Vendor Application (fillable PDF) |
| ✓ | Federal Tax Form W-9 |
| | CA Tax Form(s) - 590, 587, 588, 589 as applicable |
| ✓ | Insurance Certificate |
| | |
| VENDOR NAME: | 3 POINT 0 - STUDIO T ARTS & ENTERTAINMENT |
| RE | TURN THE FOLLOWING DOCUMENTS VIA EMAIL, MAIL OR FAX: |
| | ■Application ■W-9 □CA Tax Form(s) ■Insurance |
| | Email – <u>Irccdpurchase@losrios.edu</u> Mail – 1919 Spanos Court, Sacramento, CA 95825 Fax – (916) 568-3145 |



American River College Cosumnes River College Folsom Lake College Sacramento City College

1919 Spanos Court Sacramento, CA 95825 Phone: 916 568-3021 Fax: 916 561-0574 www.logios.edu

Dear Vendor:

Welcome! Thank you for your interest in doing business with Los Rios Community College. In accordance with Federal and California state tax laws, backup withholding is required for certain payments to individuals and business entities. Following please find required forms for reporting and complete the appropriate form. Return to Los Rios Purchasing Department:

By Fax: By email:

Attn: Purchasing Department (916) 568-3145 Attn: Purchasing Department lrccdpurchase@losrios.edu

Internal Revenue Code, section 3406(a)(1)(a) requires Taxpayer Identification Number (TIN) (28% withholding of payments to be made unless valid TIN provided).

California Revenue and Tax Code, section 18662 (7% withholding to non-California individuals or business entities/corporations without valid TIN. Return the following to Los Rios Purchasing Department as noted above:

- IRS Form W-9 required to report TIN (Form W-9 instructions)
- Foreign Vendors IRS Form W-8BEN, W-81MY, W-8ECI, W-8EXP
- Form 590 Nonresident Withholding Exemption (permanent place of business in California or qualified to do business through the California Secretary of State)
- Form 587 Nonresident Withholding Allocation Worksheet (you <u>do not</u> have permanent place of business in California, you are <u>not</u> qualified to do business through the California Secretary of State)

If you completed any of the above forms and want to request a waiver or a reduced waiver, the following forms will need to be completed. Return the original form to the Franchise Tax Board to obtain a determination letter. Forward a copy of the determination letter to Los Rios Purchasing as noted above.

- Form 588 Nonresident Withholding Waiver Request
- Form 589 Nonresident Reduced Withholding Request

If we do not receive the completed IRS Form W-9, California Form 590 or 587 with a determination letter from the Franchise Tax Board, backup withholding at 28% for IRS and 7% for the State of California will begin.

If you have questions you can call the Purchasing Department at (916) 568-3071



VENDOR APPLICATION

1919 Spanos Court ■ Sacramento, CA 95825 PURCHASING DEPARTMENT (916) 568-3071

Return signed completed form to Purchasing via fax or email.

| Fax (916) 568-3 | 145 ■ lrcco | dpurchase@l | osrios.edu | | | NAI | ME: | | | | |
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| I understand that this information will be used as a basis | | | Paymer | nt Terms | | | Discounts E | xtended | | | |
| for evaluating my request to receive bid invitations for purchases. I understand that being placed on the qualified | | | IN FULL | _ | | | | | | | |
| vendor bid list does | _ | • | • | | | • | | | | | |
| my firm by Los Rio | | | | Doting | /Dotturns | | | | | | |
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| TS INITIA | ALS | | | | SIGNATURE | | | TITLE | | DATE | |

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

| | 1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Tamaira Sandifer | | | | | • | | | | | _ |
|---|---|-----------------|--------------|--------------|----------------------------------|-----------------------|----------------|------------------|--------------|---------------------|----|
| | 2 Business name/disregarded entity name, if different from above 3 Point 0 dba Studio T Arts and Entertainment | | | | | | | | | | |
| | 3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of t following seven boxes. | | | | | | | | lividua | only to als; see | |
| oe. ons on | ☐ Individual/sole proprietor or | ust/e | state | Б | Exempt payee code (if any) 501C3 | | | | | | |
| Solution of the color of the person whose name is entered on line 1. Check only one of the following seven boxes. Individual/sole proprietor or single-member LLC Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. Other (see instructions) 5 Address (number, street, and apt. or suite no.) See instructions. Requester's name | | | | | | ption fro | om F | ATC/ | A repo | orting | |
| Pi | is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ▶ | DOI E | LO u | | oplies | to accoun | ts mair | ntained | outside | the U.S.) | _ |
| See Spe | | ster's | nam | e and | ado | dress (o _l | otion | al) | | | _ |
| Ø | 6 City, state, and ZIP code Sacramento, CA 95835 | | | | | | | | | | |
| | 7 List account number(s) here (optional) | | | | | | | | | | — |
| Par | Taxpayer Identification Number (TIN) | | | | | | | | | | _ |
| backu | your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid p withholding. For individuals, this is generally your social security number (SSN). However, for a | So | cial s | ecuri | ity r | umber | 7 | | Т | | 닉 |
| | nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i> | | | | - | | _ | | | | |
| , | If the account is in more than one name, see the instructions for line 1. Also see What Name and | or Em | ploy | er ide | entif | ication | num | ber | | | |
| | er To Give the Requester for guidelines on whose number to enter. | 2 | 0 | -[| 4 | 1 6 | 9 | 1 | 5 | 0 | |
| Par | Certification | | | | | | _ | | | | _ |
| Under | penalties of perjury, I certify that: | | | | | | | | | | |
| 2. I an Ser | number shown on this form is my correct taxpayer identification number (or I am waiting for a numlen not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have vice (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividing onger subject to backup withholding; and | not I | been | noti | fiec | by the | Inte | | | | n |
| 3. I an | n a U.S. citizen or other U.S. person (defined below); and | | | | | | | | | | |
| 4. The | FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is co | rrect | | | | | | | | | |
| you ha | cation instructions. You must cross out item 2 above if you have been notified by the IRS that you are of the failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not ition or abandonment of secured property, cancellation of debt, contributions to an individual retirement than interest and dividends, you are not required to sign the certification, but you must provide your corresponding to the certification of the | ot ap arranç | ply. geme | For ment (IF | nort RA), | gage in and ge | tere: enera | st pa illy, p | aid, baym | ents | 3e |
| Sign Here | Signature of U.S. person ▶ Date ▶ | 2- | 16 | 3-2 | 20 | 21 | | | | | |
| _ | | | | | | | | | | | |

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



American River College Cosumnes River College Folsom Lake College Sacramento City College

1919 Spanos Court Sacramento, CA 95825 Phone: 916 568-3021 Fax: 916 561-0574 www.losrios.edu

Contractor Registration Requirements (SB 854)

Senate Bill 854 requires all contractors and subcontractors meet minimum qualification requirements and register with the Department of Industrial Relations (DIR) in order to be eligible to bid and work on public works projects. Public works refers to construction, alteration, demolition, installation, or repair work (including maintenance) done under contract and paid for by public funds.

As of March 1, 2015, only registered contractors and subcontractors will be eligible to bid on public works projects.

A valid DIR registration ID will be required from contractors and subcontractors prior to the award of any contract dated April 1, 2015 or later.

For additional information and registration go to the DIR website at https://www.dir.ca.gov/public-works/publicworks.html.



American River College Cosumnes River College Folsom Lake College Sacramento City College

INSURANCE REQUIREMENT FOR PERFORMING ON-SITE SERVICES FOR THE LOS RIOS COMMUNITY COLLEGE DISTRICT 1919 Spanos Court Sacramento, CA 950

1919 Spanos Court Sacramento, CA 95825 Phone: 916 568-3021 Fax: 916 561-0574 www.losrios.edu

All insurance policies shall include additional insured (AI) endorsement naming the Los Rios Community College District, its trustees, officers, employees, volunteers, agents, inspectors, project managers, consultants, their employees and each of them, as additional insured.

The minimum insurance coverage to be obtained by the Vendor/Contractor is as follows:

Commercial/Comprehensive General Liability Insurance (Insurance Services Organization, Inc. form GL-00-01, Ed. 11-89 or equivalent) (ISO CG 00 0 1):

- Bodily Injury and Property Damage Liability Insurance for Premises and Operations
- Personal Injury for Premises and Operations; Independent Contractors
- Incidental Contracts
- Contractual Liability
- Broad Form Comprehensive General Liability Endorsement (Insurance Services Organization, Inc. form GL-04-04, Ed. 5-81 or equivalent)
- Products and Completed Operations which shall be in the amount of not less than a combined single limit of One Million Dollars (\$1,000,000) per occurrence for one or more persons injured and property damaged on an occurrence form insurance policy. The aggregate limit of liability for products and completed operations shall not be less than Three Million Dollars (\$3,000,000) for Type A, Two Million Dollars (\$2,000,000) for Type B.
- Any combination of General Liability and Excess Liability Coverage can be combined to meet the Aggregate.

Business Automobile Liability Policy Insurance (Insurance Serving Organization, Inc. form CA 00 0 1 or equivalent):

• Protection against loss as a result of liability to others caused by an accident and resulting in bodily injury and/or property damage, arising out of the ownership or use of any automobile the limits of liability shall not be less than One Million Dollars (\$1,000,000) combined single limit each accident for bodily injury and property damage combined.

Workers' Compensation and Employers' Liability Insurance:

- The Vendor/Contractor shall be a qualified self-insurer or shall carry full Workers' Compensation and Employers' Liability insurance coverage, either through the State Compensation Insurance Fund or a standard approved policy obtained from a licensed insurance carrier for all persons employed, either directly or through subcontractors, in carrying out the work under this Contract in accordance with the "Workers' Compensation and Insurance Act," Division IV thereof. Employers' limits of liability shall be the prevailing statutory limits of liability.
- If no (zero) employees, complete Sole Proprietor form

The Vendor/Contractor shall provide a **Certificate of Insurance and required endorsements** to comply with this section at least 15 days prior to commencement of work under this contract. The certificate shall state that LRCCD will be given 30 days notice of any material change or cancellation in coverage.

Los Rios Community College District

TYPES OF CONTRACT SERVICE

| Insurance Type* | |
|-----------------|---|
| A. | General Contractors and Specialized Services: |
| | Asbestos Abatement/Environmental/Air Quality Food Services and Catering General Construction Contracts Hazardous Waste Services High Voltage Services International Study Travel Abroad Medical Services (including optical and laboratory) Professional Services (Accountants, Actuaries, Architects, Attorneys, Engineers, Financial Services, Insurance, Surveyors, Technology/Cyber/Software as Service) Special Events, Community Services, Transportation Services Other (please specify) |
| B. | Building, Grounds and Maintenance Services: Building and Grounds Maintenance (Electrical, HVAC, painting, plumbing, roofing, etc.) Elevator Maintenance Groundskeepers Janitor/Custodial Tree Removal/Trimming Roadway/Parking Lot Striping |
| | Repair, Installation, and Independent Contractors Services: Carpet Installation and Cleaning Door and Window Services Floor Installation, Cost Estimators, Schedule Consultants Independent services contracts (grants writers, professional speakers, trainers, and facilitators, report writers, and evaluation/assessment reports) Locksmith Services Shower/Tub and Tile Repair Garage Door Installation, Fence Repairs |

The above list is not all inclusive of contract services. The District reserves the right to change limit requirements based on specific services to be performed.

^{*}References Insurance Coverage and Limits

Los Rios Community College District

INSURANCE COVERAGE AND LIMITS

| Type of Contract | Comm'l General Liab. | Business Auto Liab. | Professional Liab. | Workers' Compensation |
|---|-------------------------|------------------------|-----------------------|--------------------------|
| A or B | V | V | | V |
| Professional Service (Architects Engineers, doctors*) | V | V | V | V |

 $[\]sqrt{\ }$ = Coverage normally required in contract situation

^{* =} License required by governmental agency

| INSURANCE COVERAGE LIMITS | | | | | | | |
|--|-------------------------|---|--|--|--|--|--|
| Coverage | Basis | Type A | Type B | | | | |
| Commercial General Liability (CGL) (Additional Insured) | Occurrence Aggregate | \$1,000,000 \$3,000,000 | \$1,000,000 \$2,000,000 | | | | |
| Automobile Liability (AL) (Additional Insured) | Occurrence | \$1,000,000 | \$1,000,000 | | | | |
| Workers' Compensation (WC) Employers' Liability (EL) | Statutory Occurrence | Statutory Limit \$1 mil/\$1 mil /\$1 mil | Statutory Limit \$1 mil/\$1 mil /\$1 mil | | | | |
| Professional Liability (PL) Errors and Omission (E&O) | Aggregate | \$2,000,000 \$2,000,000 | N/A | | | | |
| **Technology E&O, PL (IT Consultant) | Occurrence Aggregate | \$2,000,000 \$2,000,000 | N/A | | | | |
| **Cyber Liability (Vendor) | Occurrence Aggregate | \$2,000,000 \$2,000,000 | N/A | | | | |
| Builders' Risk (BR) (Additional Insured Endorsement) | Occurrence | Completed Project Value | | | | | |
| Property (Installation Floater) Install/Delivered | Contract Value | Additional Insured or Loss Payee Full Replacement – No Coinsurance | | | | | |
| Hazardous Waste Hauling w/MCS 90 Filing (Additional Insured Endorsement) | Occurrence | \$5,000,000 \$5,000,000 | | | | | |
| Pollution/Environmental **Technology/Cyber for IT vendors | Occurrence Aggregate | \$5,000,000 \$1,000,000 \$5,000,000 \$2,000,000 | | | | | |

^{**}Technology/Cyber for IT vendors that have access to private/personal information about the District, student, employee, etc.

The above list is not all inclusive of contract services. The District reserves the right to change limit requirement's based on specific services to be performed.

PROFESSIONAL SERVICES AGREEMENT TAMAIRA SANDIFER

THIS AGREEMENT, made and entered April 29, 2021, by and between Los Rios Community College District, a local agency, ("the DISTRICT") and **Tamaira Sandifer**, ("CONSULTANT").

- 1. **Scope of Work.** CONSULTANT shall perform the consulting services as set forth in CONSULTANT'S Proposal which is attached hereto, marked as Attachment "A." The work shall be completed by **April 28, 2024.**
 - A. <u>Standard of Care:</u> CONSULTANT shall perform its services hereunder in accordance with the professional standard of care, skill and diligence customarily followed by consultants performing similar professional services on projects of comparable scope and quality. The approval of any document by the DISTRICT or its representatives or agents shall not relieve the CONSULTANT from such liability as the CONSULTANT might otherwise have for professional errors or omissions in the conduct of its obligations under this Agreement.
 - B. Additional Work/Deletion of Work: Consultant shall not perform any additional or extra work or incur any additional expenses beyond that set forth hereunder without the express written approval of DISTRICT. Modifications or additions to the services performed by CONSULTANT not approved in writing by DISTRICT shall be considered null and void and shall not be compensated. DISTRICT shall also have the right to delete any portion of the work or services to be performed by CONSULTANT described hereunder. In such event, CONSULTANT's compensation shall be reduced in proportion to the percentage of work or services actually deleted.
- 2. Compensation. For its services hereunder, CONSULTANT shall be compensated as set forth in Attachment "A." However, in no event shall CONSULTANT be paid in excess of the fixed price or "not to exceed" proposal contained in Attachment "A," unless prior to commencing any additional services, the CONSULTANT has submitted a fixed price or "not to exceed" proposal for the additional services and the DISTRICT has given prior written approval to CONSULTANT to perform those services.
 - A. <u>Final Payment:</u> Within thirty (30) days of a Notice of Completion being issued and/or when CONSULTANT'S work/services under this Agreement are finally complete, whichever is later, CONSULTANT shall submit to the DISTRICT a request for final payment. Each request for payment shall include all necessary information to support and back up the request for payment. Upon receipt of a properly submitted and supported payment request, the DISTRICT shall pay the CONSULTANT within thirty (30) days thereof.
 - B. <u>Withholding Payment:</u> DISTRICT may withhold any current or future payment, in whole or in part, or decline to make any payment, to protect the DISTRICT from any claim, damage or other loss arising from or related to the performance of, or failure to perform by, CONSULTANT under this Agreement.
 - C. Audit: All of the foregoing is subject to the right of the DISTRICT to audit all requests for payment, including the books and records of the CONSULTANT in connection therewith. CONSULTANT shall maintain (and shall require its subconsultants to maintain) any and all records, documents and data pertaining to the services provided hereunder for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to CONSULTANT pursuant to this Agreement. Any records or documents required to be maintained pursuant to this Agreement shall be made available for inspection or audit at any time during regular business hours upon 48 hours written request by DISTRICT. The records shall be available at CONSULTANT's address indicated for receipt of notices in this Agreement. Where DISTRICT has reason to believe that such records or documents may be lost or discarded, DISTRICT may, by written request by any of the above-named officers, require that custody of such records and documents be given to DISTRICT and that such records and documents shall be maintained by DISTRICT. Access to such records and documents shall be granted to any party authorized by CONSULTANT, CONSULTANT's representatives, or CONSULTANT's successor-in-interest during regular business hours.
- 3. Time. CONSULTANT shall complete the services described in Attachment "A" hereto pursuant to the time schedule set forth in Attachment "A." CONSULTANT shall perform and complete all other services hereunder expeditiously, and in accordance with the dates set forth in Attachment "A," and, if applicable, any schedule or schedules which may pertain to a particular project as may be issued in writing from time to time to CONSULTANT by DISTRICT. Time is of the essence in this Agreement. Neither CONSULTANT nor DISTRICT shall be liable to

the other for delay in performing under this Agreement, or for the direct or indirect cost resulting from such delay, if such delay is directly caused by labor strike, riot, public disturbances, war, fire, extraordinary weather conditions or natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party, provided that the party asserting such an event as a cause of delay shall give the other party written notice of the same within five (5) days of the occurrence of the event giving rise to the delay.

- 4. Termination For Convenience. The DISTRICT shall have the right to terminate this Agreement for convenience at any time and for any reason by giving thirty (30) days written notice of such termination to CONSULTANT. Upon notice of termination, CONSULTANT shall immediately cease rendering services pursuant to this Agreement and shall promptly deliver to the DISTRICT copies of all information prepared pursuant to this Agreement. In that event, DISTRICT shall pay CONSULTANT only the following amounts: (A) the hourly rates set forth in Attachment "A" for all those hours worked up to the notice of termination; (B) the direct costs, if any, actually incurred and/or paid by CONSULTANT for materials, supplies, equipment, apparatus, and the like, used in the direct performance of the work and/or services of the CONSULTANT under this Agreement; and (C) a ten percent (10%) markup on the direct costs as described in "(B)".
- 5. Termination for Default. If CONSULTANT fails to perform any of its material obligations under this Agreement, and if such default is not cured within five (5) calendar days' notice from DISTRICT to CONSULTANT, in addition to all other remedies provided by law, DISTRICT may, at its sole option, (i) immediately terminate this Agreement; (ii) provide any funds, make any reasonable payments, and make any reasonable purchases necessary to cure any such default, and deduct the costs thereof from any money then due or thereafter to become due to CONSULTANT hereunder or otherwise; (iii) take possession of all materials purchased and/or provided by CONSULTANT to perform its services, and obtain from CONSULTANT working copies of all project documents prepared by CONSULTANT for the purpose of allowing DISTRICT or another consultant to complete the services or any portion thereof, all of which materials and documents CONSULTANT hereby assigns to DISTRICT effective upon any such default by CONSULTANT; (iv) employ any other person, persons or consultants to complete the services or any portion thereof in whatever reasonable manner DISTRICT may deem expedient; and/or (v) if DISTRICT deems that it is not in its best interests to correct defects or deficiencies in the services, materials or documents supplied or provided by CONSULTANT, DISTRICT, at its sole option, may accept such defective or deficient services and deduct the diminution in value from any money then due or thereafter to become due to CONSULTANT hereunder or otherwise.
- 6. FORCE MAJEURE. District shall not be liable for, and shall have the option to terminate or suspend this Agreement by written notice to CONTRACTOR upon, any delay or failure of performance hereunder due to any cause beyond the reasonable control of DISTRICT, including, without limitation, acts of God, natural disasters, strikes, disturbances of peace, riots, war, insurrection, acts of terrorism, governmental action, government shutdowns, government issued states of emergency, quarantine restrictions, epidemics, or other emergencies including planned or unplanned closures of the DISTRICT campus for public health, welfare, or safety purposes, which make it inadvisable, excusable, or impossible to perform this Agreement (each, a "Force Majeure Event").

7. CONSULTANT Information

- A. Property of District: All reports, documents, work product, and other materials (collectively "Work Product") developed, prepared or discovered by CONSULTANT or any other party engaged directly or indirectly by CONSULTANT to perform the services required hereunder shall be and remain the property of DISTRICT without restriction or limitation upon their use by DISTRICT. CONSULTANT hereby assigns to DISTRICT all rights, title and interest in all copyrights, trademarks, patents and rights to ideas in and to all versions of the Work Product. CONSULTANT agrees to take such actions as are necessary to protect the rights assigned to DISTRICT in this Agreement, and to refrain from taking any actions which would impair those rights. CONSULTANT's responsibilities include, but are not limited to, placing proper notices of copyright on all versions of the Work Product and refraining from disclosing any version of the Work Product to any third party without DISTRICT's prior written consent. Unless otherwise provided in writing, the DISTRICT shall have full ownership and control, including ownership of any copyrights, of all Work Product.
- B. <u>Public Records Act:</u> All proprietary and other information received from CONSULTANT by the DISTRICT will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to

the DISTRICT, the DISTRICT shall give notice to CONSULTANT of any request for the disclosure of such information. The CONSULTANT will then have five (5) days from the date it receives such notice to enter into an agreement with the DISTRICT, satisfactory to legal counsel for the DISTRICT, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by the DISTRICT in any legal action to compel the disclosure of such information under the California Public Records Act. The CONSULTANT shall have sole responsibility for defense of the actual "trade secret" designation of such information. Failure to timely respond or enter into an acceptable agreement shall be deemed to have waived of any rights regarding the information designated "trade secret" by CONSULTANT, and such information will be disclosed by DISTRICT pursuant to applicable procedures required by the Public Records Act.

- C. <u>Termination</u>: Upon the request of DISTRICT, or upon the termination or expiration of this Agreement, CONSULTANT shall immediately deliver to DISTRICT all reports, documents, and other work performed by CONSULTANT under this Agreement, Work Product, including, but not limited to, all Work Product prepared, developed or stored by or on any computer (e.g., all information on disks, diskettes, or computer-related media). CONSULTANT may retain copies thereof for its files and internal use. The DISTRICT will hold harmless the CONSULTANT for any use or reuse of these reports, designs, or details for purposes other than the project or engagement associated with this Agreement unless the DISTRICT obtains a validation of that use or reuse from the CONSULTANT.
- D. CONSULTANT shall cause each of its subconsultants to comply with each provision of this Section 6 applicable to CONSULTANT. The provisions of this Section 6 shall survive the termination or expiration of this Agreement.
- **8.** Access to Work Product. Duly authorized representatives of the DISTRICT shall have right of access to CONSULTANT'S technical plans, files and records relating to the performance of the services hereunder subject to 48 hours written request to access the identified information or Work Product.
- **9.** Licenses, Permits, Etc. CONSULTANT represents and warrants to the DISTRICT that CONSULTANT has, and shall keep in effect, at its sole cost, all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for CONSULTANT to practice its profession or provide any services under the Agreement.

10. Independent Contractor Not Agent.

- A. CONSULTANT (including CONSULTANT'S employees) is an independent contractor and no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONSULTANT nor CONSULTANT'S employees or assigned personnel shall be entitled to any benefits payable to employees of the DISTRICT. CONSULTANT will be issued a Form 1099 for its services hereunder. As an independent contractor, CONSULTANT hereby agrees to indemnify and hold the DISTRICT harmless from claims by any of CONSULTANT'S employees or by any third party, including but not limited to any state or federal agency, asserting that an employer-employee relationship or a substitute therefore exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any services under this Agreement.
- B. It is further understood and agreed by the parties hereto that CONSULTANT, in the performance of its obligations hereunder, is subject to the control and direction of the DISTRICT as to the designation of tasks to be performed and the results to be accomplished by the services agreed to be rendered and performed under this Agreement, but not as to the means, methods, or sequence used by CONSULTANT for accomplishing such results. To the extent that CONSULTANT obtains permission to, and does, use the DISTRICT facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONSULTANT'S sole discretion based on the CONSULTANT'S determination that such use will promote CONSULTANT'S efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the DISTRICT does not require that CONSULTANT use the DISTRICT facilities, equipment or support services or work in the DISTRICT locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONSULTANT, such persons shall be entirely and exclusively under the direction, supervision, and control of CONSULTANT. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONSULTANT. It is further understood and agreed that CONSULTANT shall

- issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONSULTANT'S employees, assigned personnel and subcontractors.
- D. Except as the DISTRICT may specify in writing, CONSULTANT and CONSULTANT'S personnel shall have no authority, express or implied, to act on behalf of the DISTRICT in any capacity whatsoever as an agent or to bind the District to any obligations.
- 11. Disqualified Employees. CONSULTANT shall ensure that persons who perform services on District or College property have not been convicted of any felony, or any controlled substance offense or any sex offense as those terms are defined by Education Code section 87008-87011. If the DISTRICT, at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONSULTANT to perform services pursuant to this Agreement, CONSULTANT shall remove such person(s) immediately upon receiving notice from the DISTRICT of the desire of the DISTRICT for the removal of such person(s).
- 12. Indemnification. To the fullest extent permitted by applicable law, CONSULTANT shall defend, indemnify, and save harmless District (including their inspectors, project managers, trustees, officers, agents, members, employees, affiliates, consultants, sub consultants, and representatives), and each of them, of and from any and all claims, demands, suits, causes of action, damages, costs, expenses, attorneys' fees, losses, or liability, in law or in equity, of every kind and nature whatsoever related to, arising out of, or in connection with, CONSULTANT'S work or services to be performed under this Agreement, including, but not limited to personal injury to any person, death to any person, damage to any property, penalties, infringement of patent rights, claims and liens for labor performed or materials used or furnished to be used on the Work, failure to comply with the provisions requiring insurance, any violation by CONSULTANT of any law, order or regulation arising out of or resulting from this Agreement, or, except as otherwise prescribed by applicable law, as caused or alleged to be caused, in whole or in part, by any negligent act or omission of District or anyone directly or indirectly employed by them, or anyone for whose acts they may be liable.

The obligations set forth in this section shall not be limited by the insurance requirements set forth herein.

CONSULTANT's indemnification obligations shall not include indemnification for claims which arise as the result of the active negligence of District, or the sole negligence or willful misconduct of District, its agents, servants or independent contractors who are directly responsible to District, or for defects in design furnished by such persons. It is intended that this Article shall comply with California Civil Code § 2782, et seq., to the extent applicable to the CONSULTANT's obligations as set forth in this Article. If it is determined by a Court of competent jurisdiction that any aspect of this Article exceeds the restrictions or limitations under California law applicable to indemnity obligations, only that portion which exceeds the restrictions or limitations under California law shall be null and void, and all remaining indemnity obligations shall be fully enforceable to the fullest extent allowed under California law.

- 13. Insurance Requirements. During the entire term of this Agreement, CONSULTANT shall, at its own expense, maintain, and shall require all subcontractors to maintain insurance as set forth below and shall provide the District additional insured endorsements that name the DISTRICT as an additional insured on the CONSULTANT'S General Liability policy and Automobile Liability policy.
 - A. Minimum Scope of Insurance: Coverage shall be:
 - 1. Commercial General Liability. \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage; and a \$3,000,000 aggregate. Any combination of General Liability, and Excess Coverage amounting to a minimum of \$3,000,000 in coverage will be acceptable. The Commercial General Liability additional insured endorsement shall be as broad as the Insurance Services Inc.'s (ISO) additional insured, Form B CG 20101001.
 - Workers' Compensation. As required by the Labor Code of the State of California, and Employers' Liability Insurance; with limits as required by the Labor Code of the State of California and Employers' Liability limits of \$1,000,000 per accident.

- B. Other Provisions: If the above insurance is written on a claims-made form, it shall have a retroactive date of placement prior to or coinciding with the effective date of this Agreement and continue for at least three full years following the completion of CONSULTANT'S services/work under this Agreement. Any deductibles, self-insured retentions, or changes in these items must be declared to and approved by the DISTRICT. CONSULTANT'S insurance coverage shall be primary insurance with respect to the DISTRICT. The CONSULTANT's insurer shall agree to waive all right of subrogation against the District, its trustees, officers, and agents for losses arising from the work performed. Each insurance policy shall include the standard Severability of Interest, or Separation of Insured (General Liability Form CG 00 01 12 04) clause in the policy and when applicable the cross liability insurance coverage provision which specifies the inclusion of more than one insured shall not operate to impair the rights of one insured against another insured. Any insurance or selfinsurance maintained by DISTRICT shall be in excess of CONSULTANT'S insurance and shall not contribute with it. Each insurance policy required by this Agreement shall be endorsed to state that coverages shall not be canceled except after thirty (30) days prior written notice has been given to the DISTRICT. At least fifteen (15) days prior to commencing work under this Agreement, CONSULTANT shall provide the DISTRICT with certificates of insurance and required executed endorsements, evidencing compliance with this section. On request, CONSULTANT shall furnish copies of any and/or all of the required insurance policies.
- 14. Liability of District. DISTRICT's obligations under this Agreement shall be limited to the payment of the compensation as provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall DISTRICT be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.
- 15. Equal Opportunity. CONSULTANT shall comply with the Executive Order 11246 as currently amended and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations." CONSULTANT, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not unlawfully discriminate on the grounds of ethnic group identification, race, color, gender, gender identity, gender expression, sex, sexual orientation, sexual identity, pregnancy, childbirth or related medical condition, religion or religious creed, age (over forty), national origin, ancestry, physical or mental disability, medical condition, political affiliation or belief, military and veteran status, or marital status as defined in Section 12926 of the California Government Code. In all solicitations made by CONSULTANT for work to be performed under any subcontract, CONSULTANT shall notify each potential subcontractor or supplier of CONSULTANT'S obligation under this Agreement and the Regulations. CONSULTANT shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- 16. Compliance with Laws; Attorneys' Fees; Successors. CONSULTANT shall comply with all federal, state and local laws and ordinances as may be applicable to the performance of work under this Agreement. This Agreement shall be governed by the laws of the State of California excluding its choice of law rules. Venue shall be in the County where the work is performed. In any civil action brought by either Party to enforce the terms of this Agreement, the prevailing Party shall be entitled to recover its reasonable attorney's fees and costs. This Agreement shall be binding upon the heirs, successors, executors, administrators, and assigns of the respective Parties hereto. To the extent the work concerns the repair or renovation of one or more roofs, and the content of the scope of work triggers the duties set forth in Public Contract Code Section 3000 et seq relating to Roofing Projects, as defined therein, the parties agree that they shall fully comply with the legal requirements set forth therein.
- 17. ADA Standards. CONSULTANT represents and warrants that any software/hardware/communications system/equipment (collectively "technology") provided under this Agreement adheres to the standards and/or specifications as may be set forth in the Section 508 of the Rehabilitation Act of 1973 standards guide and is fully compliant with WCAG 2.0 AA standards for accessibility and compliant with any applicable FCC regulations. Technology that will be used on a mobile device must also be navigable with VoiceOver on iOS devices in addition to meeting WCAG 2.0 level AA.

If portions of the technology or user experience are alleged to be non-compliant or non-accessible at any point, DISTRICT will provide CONSULTANT with notice of such allegation and CONSULTANT shall use its best

efforts to make the technology compliant and accessible. If a state or federal department, office or regulatory agency, or if any other third party administrative agency or organization ("Claimants"), make a claim, allegation, initiates legal or regulatory process, or if a court finds or otherwise determines that technology is non-compliant or non-accessible, CONSULTANT shall indemnify, defend and hold harmless the DISTRICT from and against any and all such claims, allegations, liabilities, damages, penalties, fees, costs (including but not limited to reasonable attorneys' fees), arising out of or related to Claimants' claims.

CONSULTANT shall also fully indemnify DISTRICT for the full cost of any user accommodation that is found to be necessary due to an identifiable lack of accessibility in the CONSULTANT's technology. If necessary, an independent 3rd party accessibility firm using POUR standards (Perceivable, Operable, Understandable and Robust) may be used to validate the accessibility of the technology.

- **18. Integration, Amendments.** Along with Attachment "A" and the Student Record Addendum (if any), this is an integrated agreement and contains all of the terms, considerations, understanding, and promises of the Parties. It shall be read as a whole. All amendments to this Agreement must be in writing and signed by an authorized representative of both Parties.
- 19. Conflict. In the event of any alleged, implied, or actual conflict between the express or implied provisions of this Agreement and the provisions of Attachment "A," or any other document included herein, the provisions of this Agreement shall govern. Notwithstanding any express or implied language to the contrary in Attachment "A" or any other document attached hereto, there shall be no limits on the DISTRICT'S ability to recover damages from CONSULTANT in the event of any claim, action, lawsuit or other legal action by the DISTRICT against CONSULTANT, and any language purporting to impose limits on recovery of damages is null and void, including any language purporting to increase liability for damages in exchange for additional payment or compensation to CONSULTANT.
- **20. Notices.** Any notices to Parties required by this **A**greement shall be delivered, faxed, emailed or mailed, U.S. First Class postage prepaid addressed as follows:

LOS RIOS COMMUNITY COLLEGE DISTRICT

Purchasing 1919 Spanos Court Sacramento, CA 95825

Phone: 916-568-3057 FAX: 916-286-3636

Tamaira Sandifer

2701 Del Paso Road 130-119 Sacramento, CA 95835 Phone: 916-533-8985

Email: MissTee@studiotdance.com

CONSULTANT Social Security/Federal ID # On File

Either Party may amend its address for notice by notifying the other Party in writing. Each Party must provide the other with any and all updates to the above addresses.

- 21. Solicitation/Conflicts of Interest. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent on or resulting from the award or making this Agreement. CONSULTANT certifies that it has disclosed to DISTRICT any actual, apparent, or potential conflicts of interest that may exist relative to the services to be provided pursuant to this Agreement. CONSULTANT agrees to advise DISTRICT of any actual, apparent or potential conflicts of interest that may develop subsequent to the Date of execution of this Agreement. CONSULTANT further agrees to complete any statements of economic interest as may be required by applicable law.
- **22. Assignment Prohibited.** No Party to this Agreement may assign any right or obligation pursuant to this Agreement. Any attempt or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no effect.

- **23. Severance.** If any provision of this Agreement proves to be illegal, invalid or unenforceable, the remainder of this Agreement will not be affected by such finding, and in lieu of each provision of this Agreement that is illegal, invalid or unenforceable, a provision will be added as a part of this Agreement as similar in terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.
- **24. Waiver.** CONSULTANT agrees that a waiver by District of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition. Similarly, the acceptance by DISTRICT of the performance of any work or services by CONSULTANT and/or the failure of the DISTRICT to object to any aspect of the work or services by CONSULTANT shall not be deemed to be a waiver of any term or condition of this Agreement.

| | LOS RIOS | COMMUNITY | COLLEGE DISTRICT | CONSULTANT |
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Date: 04/29/21

By: Jamie Ruggles
Director Accounting Services

Name: Tamaira Sandifer

Date: 04/29/21

Title: CEO



Workshops (4 school campuses):

\$12,000.00

\$3,000 per campus

- Conference workshops (2) 1-2 hour(s)
 - Bi-monthly training sessions
 - Up to 100 attendees per virtual session
- Group Training Sessions Student Q&A
 - Bi-monthly (1) hour Q&A sessions with
 Miss Tee Health, Career, personal development,
 and household management

SESSION SAMPLE

- How to Not Go Broke At Christmas: Mastering the Gift of Budgeting
 - Creating and following a Budget
 - How To Stretch Your Dollar
- Meal Prep Bootcamp for Families
 - Menu Planning for Your Family
 - Meal Prep: Easy Tips to Save Money and Eat Healthy
- Miss Tee's Journey
 - How Abuse, Poverty, and Really Bad Parents Lead me to Success: Using trauma to build strength, hope, and imagination
- Take Charge of your Career Path
 - o Resumes | LinkedIn | Social Media Presence
 - Positive presentation that lands you any opportunity
- Q &A



PassToClass.com:

\$10,000.00

License to On Demand Distance Learning platform

\$2,500 per campus

- Get Up & Dance Workshops (8-30) Minutes | Weekly for remainder of academic year for stress reduction, fitness, and emotional release
- Video Lessons On Demand learning for personal growth and Empowerment: includes Side Hustle Academy (entrepreneurship training), and LVL UP (content creator training)
- Downloadable Worksheets and Empowerment exercises
- Monthly tips and strategies to stay on their personal growth track
- Includes cumulative reports of individual student usage and data measuring growth and success

PASSTOCLASS.COM On-Demand Access - Tools for Success:

(For students and their families)

- "Get Up & Dance" Sessions for stress reduction, fitness, and emotional release
- Video Lessons On Demand learning for personal growth and empowerment
- Bi-Weekly Q&A sessions with Miss Tee Health, Career, and household management
- Downloadable Worksheets and Empowerment exercises
- Monthly tips and strategies to stay on track with what you've learned via email
- Facebook Group Page: Join our community of champions. Here you can ask questions, be encouraged, and encourage others

TOTAL - \$22,000.00

Sandifer PSA

Final Audit Report 2021-04-29

Created: 2021-04-29

By: Gregory Hovious (hovioug@losrios.edu)

Status: Signed

Transaction ID: CBJCHBCAABAA5-gyjtGDcJhuOg7Ai1EsFvEF3w9k95P8

"Sandifer PSA" History

Document created by Gregory Hovious (hovioug@losrios.edu) 2021-04-29 - 5:16:26 PM GMT- IP address: 165.196.1.157

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Email viewed by Tamaira Sandifer (misstee@studiotdance.com)
2021-04-29 - 5:18:18 PM GMT- IP address: 66:249.92.88

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Document e-signed by Jamie Ruggles (RuggleJ@losrios.edu)

Signature Date: 2021-04-29 - 9:10:56 PM GMT - Time Source: server- IP address: 165.196.29.1

Agreement completed. 2021-04-29 - 9:10:56 PM GMT