



**Walker Creek Ranch**

1700 Marshall-Petaluma Rd., Petaluma, CA 94952

Outdoor Ed: Jen Anderson: 415-491-6602 \* Conference: Jean Parker: 415-491-6603

Email: OE: janderson@marinschools.org \* Conference: Jparker@marinschools.org

**MARIN COUNTY OFFICE OF EDUCATION**

**Hidden Valley Elementary -Santa Rosa: Hidden Hill Elementary (Santa Rosa)**

February 24-27, 2026

<b>Organization:</b>	Hidden Valley Elementary -Santa Rosa 3435 Bonita Vista Drive Santa Rosa, CA 95404	<b>Phone:</b>	707-331-0687
		<b>E-mail:</b>	kwood@srcs.k12.ca.us
<b>Primary Contact:</b>	Kelly Wood 3435 Bonita Vista Drive Santa Rosa CA 95404	<b>Phone(s):</b>	(P/W): 707-331-0687
		<b>E-mail:</b>	kwood@srcs.k12.ca.us
<b>Billing Contact:</b>	Brad Coscarelli 3435 Bonita Vista Drive Santa Rosa CA 95404	<b>Phone(s):</b>	(P/W): 707-331-0687
		<b>E-mail:</b>	bcoscarelli@srcs.k12.ca.us

**Arrival Date and Time:** Tuesday, February 24, 2026

**Departure Date and Time:** Friday, February 27, 2026

**Expected # of Participants:** 70                      **# of Nights:** 3                      **Type:** OE Program

Charges/Discounts	Duration	Count	Unit Cost	Total
<b>Facilities</b>				
2/24/26 10:30 am    2/27/26 12:00 pm    OE Regular Rates (Student- 4 Day )		70	\$413.00	\$28,910.00
2/24/26 10:30 am    2/27/26 12:00 pm    OE Regular Rates (Teacher- 4 Day )		2	\$288.00	\$576.00
		<b>Subtotal for Facilities</b>		<b>\$29,486.00</b>
		<b>Total Charges/Discounts</b>		<b>\$29,486.00</b>
		<b>Estimated Balance Due</b>		<b>\$29,486.00</b>

**\*\* COST ABOVE IS ESTIMATE ONLY. Please do not pay until conclusion of of outdoor education program and final invoice is received from the Marin County Office of Education.**

**WHEREAS**, the County Superintendent, pursuant to Education Code Sections 8760-8773, maintains an outdoor science education and conservation education program at the Marin County Outdoor School at Walker Creek Ranch in Petaluma , California; and

**WHEREAS**, District is desirous of participating in said program;

**NOW, THEREFORE, BE IT HEREBY AGREED AS FOLLOWS:**

1. District is responsible for Average Daily Attendance for students participating in teh program .
2. District is responsible for supervision of its students.
3. District shall pay all salaries of personnel who are regularly employed by the District and assigned to duties in connection with this program.
4. District shall pay costs of transportation for its students and employees in connection with this program .
5. **District shall pay the amounts to County Superintendent as stated on the attached Marin County Outdoor School Fee Schedule , for the dates of District attendance as noted.**
6. The cost of the selected program(s) is as outlined in the Charges/Discounts section.
7. No refunds will be given after a student's arrival in cases of homesickness, dismissal for discipline, or voluntary withdrawel. Students who leave for medical reasons for two (2) days or more will receive a prorated refund.
8. District shall participate in said program for the **2024-25** school year by sending the number of students specified in the Charges /Dicounts section to the program and shall comply with the regulations of the County Superintendent established for the maintenance of this program.
9. District agrees to pay the fee for the actual number of students in attendance or for 90% of the number of students set forth above , whichever is greater, whether or not the pupils actually attend the Marin County Outdoor School , unless notice of change has been given in writing 30 days prior to the week of attendance.

10. County Superintendent shall pay all costs of maintaining and managing the program , including salaries of personnel, food, lodging, etc., except as herein stated. The program shall be under the direction of the County Superintendent and the final decision on its operation shall rest with the County Superintendent; however, the County Superintendent shall consult with the District and , if possible adjust the program to fit the particular requirements of the District.
11. County Superintendent shall maintain adequate liability insurance to cover its operations under this program ; however, it shall also be the responsibility of District to maintain insurance coverage in the minimum amounts required by law and shall provide **proof of coverage**. Insurance with minimum limits equal to the amounts indicated below. The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should the District maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limit requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the County Superintendent and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

**TYPE OF COVERAGE / MINIMUM REQUIREMENT INDIVIDUAL SETTING**

- a. **Commercial General Liability Insurance** Including Bodily Injury, Personal Injury, Property Damage, Advertising Injury
    - Each Occurance: \$1,000,000
    - General Aggregate: \$2,000,000
  - b. **Automobile Liability Insurance** - Any Auto Each Occurance - Combined Single Limit (CSL)
    - \$1,000,000
  - c. **Professional Liability**
    - 1,000,000
  - d. **Workers Compensation**
    - Statutory Limits
  - e. **Employer's Liability**
    - \$1,000,000
  - f. **Sexual Abuse/Molestation (SAM)** (may be included in GL Coverage):
    - \$1,000,000 per Occurrence
12. In addition to the charges outlined Charges/Discount Section, District shall be responsible for any additional costs occasioned by its use of the facilities, such as, but not limited to, damage to the grounds, equipment or buildings.
  13. District shall defend, hold harmless and indemnify MCOE/WCR and each of its officers, employees, and agents against any and all claims, demands, causes of action, damages (including damages to WCR property), costs and liabilities, in law or in equity, of every kind and nature whatsoever, which arise out of or are in any way connected with the use and occupation of WCR campus described herein . To the fullest extent legally permissible, this indemnity and hold harmless agreement by the District shall apply to any and all acts or omissions, whether active or passive, on the part of the District or its agents, employees, representatives, resulting in a claim or liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of MCOE/WCR its officers, employees, or agents. Where comparative fault is determined to have been contributory, principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party , its officers, directors, agents, employees or volunteers.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written .

\_\_\_\_\_  
Signature, Hidden Valley Elementary -Santa Rosa Representative

\_\_\_\_\_  
Title / Date

*Patrick McLaughlin*  
\_\_\_\_\_  
Signature, Walker Creek Ranch Representative

Ranch Manager  
\_\_\_\_\_  
Title / Date

4/7/2025



Board Target Date: May 28<sup>th</sup>, 2025

### Request for Board Approval of Contract

Vendor/Contractor/Consultant: Kathleen Farrell

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 (Code): 01 – 6500 -0 – 5710 – 1110 – 5800 – 119 – 5198

Funding Category:    Base    Supplemental    Concentration  
 Restricted: \_\_\_\_\_    Other: \_\_\_\_\_

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

Contract is:    New    Renewal    Addendum/Amendment   Contract Amount: \$ 34,000.00

School Site/Department: DHH Early Start-LELA   Number of Individuals Served: 25

Approved at Site by\*: *Kathleen Farrell*   Date: 5/1/25  
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: *[Signature]*   Date: 5/1/25  
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Eugenia Chaparro Sanchez-LELA   Phone #: (707) 890-3825 x 59101  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1<sup>st</sup>, 2025   Proposed Contract End Date: June 30<sup>th</sup>, 2026

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

BUSINESS SERVICES USE ONLY

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

Verified by: \_\_\_\_\_   Date: \_\_\_\_\_  
Fiscal Services Authorizer   LAST REVISED ON 3-24-25

**SANTA ROSA CITY SCHOOLS  
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as “DISTRICT”, OR “BOARD” and **Kathleen Farrell**, hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

If required, the district will provide necessary guidance to Physical Therapist.

(b) CONTRACTOR’s Responsibilities and Duties:

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

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on **July 1<sup>st</sup>, 2025**, and will continue through **June 30<sup>th</sup>, 2026**, 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-Four Thousand Dollars (\$34,000)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of monthly/bi-monthly/weekly invoices. Parties agree vendor shall be paid \$143.13/hour.

Any payment in excess of the above total fee (\$34,000.) must be pre-approved by SRCS Executive Director of Special Services and Board approved.

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

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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  
[kcook@srcs.k12.ca.us](mailto:kcook@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Kathleen Farrell  
Street: 350 Pythian Road  
City/State/Zip: Santa Rosa, CA 95409  
Phone: (707) 484-1995  
Email: [kathyfarrell11@comcast.net](mailto:kathyfarrell11@comcast.net)

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 \_\_\_\_\_, 2025.

**DISTRICT**

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

Lisa August

Associate Superintendent

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

707-890-3800 x 80201

**AUTHORIZED SIGNER or CONTRACTOR**

Signature: Kathleen Farrell  
Kathleen Farrell (Apr 30, 2025 16:19 PDT)

Print Name: Kathleen Farrell

Title: Pediatric Physical Therapist

Email: [kathyfarrell11@comcast.net](mailto:kathyfarrell11@comcast.net)

Phone: (707) 484-1995

SRCS Board Approved: \_\_\_\_\_



Board Target Date: May 28<sup>th</sup>, 2025

### Request for Board Approval of Contract

Vendor/Contractor/Consultant: Kimberly Imsdahl

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 (Code): 01 – 6500 -0 – 5710 – 1110 – 5800 – 119 – 5198

Funding Category:    Base    Supplemental    Concentration  
 Restricted: \_\_\_\_\_    Other: \_\_\_\_\_

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

Contract is:    New    Renewal    Addendum/Amendment   Contract Amount: \$ 20,000.00

School Site/Department: DHH Early Start-LELA   Number of Individuals Served: 25

Approved at Site by\*: *Kimberly Imsdahl*   Date: 5/11/25  
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: *[Signature]*   Date: 5/11/25  
\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Eugenia Chaparro Sanchez-LELA   Phone #: (707) 890-3825 x 59101  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1<sup>st</sup>, 2025   Proposed Contract End Date: June 30<sup>th</sup>, 2026

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

BUSINESS SERVICES USE ONLY

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

Verified by: \_\_\_\_\_   Date: \_\_\_\_\_  
Fiscal Services Authorizer   LAST REVISED ON 3-24-25

**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 **Kimberly Imsdahl**, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

If required, the district will provide necessary guidance to Occupational Therapist.

(b) CONTRACTOR's Responsibilities and Duties:

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

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on **July 1<sup>st</sup>, 2025**, and will continue through **June 30<sup>th</sup>, 2026**, 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 **Twenty Thousand Dollars (\$20,000)**. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment shall be made upon receipt of monthly/bi-monthly/weekly invoices. Parties agree vendor shall be paid \$143.13/hour.

Any payment in excess of the above total fee (\$20,000.) must be pre-approved by SRCS Executive Director of Special Services and Board approved.

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

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

5. 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.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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  
[kcook@srcs.k12.ca.us](mailto:kcook@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Kimberly Imsdahl  
Street: 1124 Enzos Way  
City/State/Zip: Windsor, CA 95492  
Phone: (707) 328-3133  
Email: [tkimsdahl@sbcglobal.net](mailto:tkimsdahl@sbcglobal.net)

20. 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.

21. 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.

22. 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.

23. 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.

24. 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 \_\_\_\_\_, 2025.

**DISTRICT**

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

Lisa August

Associate Superintendent

[ysantanaperalta@sres.k12.ca.us](mailto:ysantanaperalta@sres.k12.ca.us)

707-890-3800 x 80201

**AUTHORIZED SIGNER or CONTRACTOR**

Signature: Kimberly Imsdahl  
Kimberly Imsdahl (Apr 30, 2025 17:49 PDT)

Print Name: Kimberly Imsdahl

Title: Occupational Therapist

Email: [tkimsdahl@sbcglobal.net](mailto:tkimsdahl@sbcglobal.net)

Phone: (707) 484-1995

SRCS Board Approved: \_\_\_\_\_

# 2025 Bilingual Elementary Matrix 8.5x11 Contract

2880 Old U.S. Hwy. 231 S.  
Lafayette, IN 47909-2414  
Phone: (800) 705-7526  
Fax: (765) 471-8874

Order online @ [schooldatebooks.com](http://schooldatebooks.com)

<b>School</b> Hidden Valley Elementary Sch - San Rosa CA 3435 Bonita Vista Santa Rosa, CA 95404	<b>Administrator</b> Mr Brad Coscarelli, Principal Phone: (707) 890-3925 Fax: (707) 522-3181 Email: <a href="mailto:bcoscarelli@srcs.k12.ca.us">bcoscarelli@srcs.k12.ca.us</a>	<b>Contact</b> Mr Brad Coscarelli, Principal Phone: (707) 890-3925 Cell/Summer Number: _____ Email: <a href="mailto:bcoscarelli@srcs.k12.ca.us">bcoscarelli@srcs.k12.ca.us</a>	<b>Date:</b> 4/28/2025 <b>Sales Rep:</b> Julie Felix <a href="mailto:julie.felix@schooldatebooks.com">julie.felix@schooldatebooks.com</a> <b>Account Manager:</b> Crissy Tarvin <a href="mailto:crissy@schooldatebooks.com">crissy@schooldatebooks.com</a>
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**Billing and Shipping**

<b>Bill To</b> PO#: Hidden Valley Elementary Sch - San Rosa CA Mr Brad Coscarelli 3435 Bonita Vista Santa Rosa, California 95404 United States Email: <a href="mailto:bcoscarelli@srcs.k12.ca.us">bcoscarelli@srcs.k12.ca.us</a>	<b>Ship To</b> Hidden Valley Elementary Sch - San Rosa CA Mr Brad Coscarelli 3435 Bonita Vista Santa Rosa, California 95404 United States Phone: (707) 522-3180 Email: <a href="mailto:bcoscarelli@srcs.k12.ca.us">bcoscarelli@srcs.k12.ca.us</a>	Desired Delivery Date: 8/15/2025 Earliest Delivery Date: 8/1/2025  (do not complete if 'Ship When Ready' is checked)  No deliveries prior to 5/1/2025. To allow for transit time, a 2-week window between the Earliest Delivery Date and Desired Delivery Date is required.	OR Ship When Ready  Do not check if summer hours or budget deadlines restrict delivery.
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Product	#Books	# Custom Pages	Cost/Book	Base Cost
Bilingual Elementary Matrix 8.5x11	240	16	\$4.17	\$1,000.80

**FastTrack Pricing**

FastTrack	\$1,000.80	x	0%	\$0.00
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**Discounts** \*Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$1,000.80	x	0.00	-\$0.00
4% Discount for contracts received by 11/1/24*	\$1,000.80	x	0.00	-\$0.00
3% Discount for contracts received by 12/13/24*	\$1,000.80	x	0.00	-\$0.00
2% Discount for contracts received by 4/11/25*	\$1,000.80	x	0.02	-\$20.02
1% School District Discount	\$1,000.80	x	0.00	-\$0.00

**Cover Options** (View Covers Here)

▶ Personalized Cardstock	Personalized cardstock covers featuring your school name and logo in black ink	\$0.00	x	240	\$0.00
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**Cover Details** Circle Your Design Selection  
Same TEXT/MASCOT as Last Year:  
Text Line 1: Hidden Valley  
Text Line 2: Elementary School  
Text Line 3: HAWKS  
Mascot: Same As Last Year

**Enhancements**

Vinyl pocket page	\$0.50	x	0	\$0.00
Stickers (per sheet)	\$0.50	x	0	\$0.00
Card-stock hall pass	\$0.25	x	0	\$0.00
Full Color handbook	\$0.48	x	0	\$0.00

**Accessories**

This Week Marker (Minimum order of 25)	\$0.30	x	240	\$72.00
Teacher Lesson Plan and Grade Book (Minimum order of 25)	\$4.95	x	0	\$0.00

**Sub-Total\*** **\$1,052.78**

Shipping and Handling: 15% , Minimum \$20, Rate applies to contiguous US/Canada only. International shipping rates may vary and are subject to change after 30 days.

S&H: \$157.92

Sales Tax: 0.092500 Exempt#:

Tax: \$111.99

- \* Net 30 (Net due within 30 days from invoice date)\*
- \* Sales tax will be added if applicable

**Total (USD)** **\$1,322.69**  
Pricing valid through 6/1/2025

\* Exchange policy: Custom orders (which includes handbook, personalized/custom cover, or any enhancements) cannot be exchanged. Non-custom orders can be exchanged for a different product at school's shipping expense. (Shipping must be via traceable method within 30 days of receipt.) No returns.

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to meet the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.

\*SDI reserves the right to request prepayment prior to processing an order.

**One-Year Contract**

We agree to purchase datebooks from School Datebooks for the year of 2025-2026.

**Three-Year Contract**

We agree to purchase datebooks from School Datebooks for the years of 2025-2026, 2026-2027, 2027-2028 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.\* (\*Shipping rate subject to change after initial year.)

Date

Signed (School Administrator)

Title



In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a “Party” and collectively as the “Parties,” have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT

FCSS

By: \_\_\_\_\_  
Lisa August, Acting Superintendent  
or Authorized Designee

By: \_\_\_\_\_  
Dr. Michele Cantwell-Copher, Superintendent  
or Authorized Designee

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

- Article 1 Scope of Use License and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement; Suspension or Termination of Access to Client Users
- Article 4 Indemnity
- Article 5 Dispute Resolution
- Article 6 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

### ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

#### SECTION 1.1 RECITALS AND REPRESENTATIONS.

- 1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS (collectively "**Cyber High**").
- 1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and Students. Cyber High offers an additional education opportunity for Students who wish to accelerate their education, including high-risk Students, credit recovery, Students in continuation schools, alternative education, home schooling, adult Students, mobile Student populations, and incarcerated populations.
- 1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.
- 1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), regarding Student records, Student privacy, and the use and disclosure of Student records and information.
- 1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties' rights and obligations relating to the Cyber High Products and this Agreement.

#### SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

- 1.2.1 **CLIENT USERS.** Each Student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually "**Client User**" and collectively "**Client Users**") shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.
- 1.2.2 **USE LICENSE.** FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively "**FCSS Product**") and such FCSS Product shall remain FCSS' property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.

- 1.2.3 TERMS OF USE/LICENSING AGREEMENT/EXAM POLICY. Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement/Exam Policy that is in effect and posted on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement/Exam Policy. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement/Exam Policy, the provision in the Terms of Use/Licensing Agreement/Exam Policy shall govern as between the Parties.
- 1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support education and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.
- 1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 1.2.6 HARDWARE/SOFTWARE. Cyber High is made available to Client Users over the Internet through a web-browser interface. To access Cyber High, Client Users must have a suitable Internet connection, access to an appropriately configured computer, appropriately configured computer network, and utilize a supported browser, of which FCSS has no responsibility to provide to any Client User.
- 1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. **"Supplementary Materials"** include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory supplies and/or equipment.
- 1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User Student to access and use Cyber High Courses or other Cyber High Products.
- 1.2.9 CONTROLLING ACCESS. It is the responsibility of the Client to immediately deactivate access to Cyber High for Client staff who should no longer have access to Cyber High Student records/data.

### SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

- 1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.
- 1.3.1.1 PLAN PAYMENT 1 – If Plan Payment 1 – Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.
- 1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement/Exam Policy at any time.
- 1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

**SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION.** If any document and/or information (e.g., employee or Student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively “**Confidential Materials**”) are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

**SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS.** Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern.

**SECTION 1.6 STUDENT RECORDS.** Student records include any information directly related to a Student that is maintained by Client or acquired directly from the Student through the use of Cyber High. Student records provided to FCSS under this Agreement are the property of and are under the control of Client. Students may retain possession and control of their own Student-generated content by requesting such content in writing, and within the period of Student accessibility. The period of accessibility for Student or Client User shall not exceed the termination date of this contract. The parents or legal guardians of a Student, or a Student who is 18 years or older, may review Personally Identifiable Information in the Student’s records and correct erroneous information as follows: by contacting, in writing or email, Cyber High staff and requesting to review and/or modify erroneous information. FCSS shall take actions to ensure the security and confidentiality of Student records including, but not limited to, designating and training responsible individuals on ensuring the security and confidentiality of Student records as follows: requiring all staff members to sign confidentiality forms and limit those staff members given access to confidential Student records. In the event of an unauthorized disclosure of a Student’s records, FCSS shall report such disclosure to the affected parent, legal guardian, or Student as follows: immediately and in writing. FCSS shall not use any information in a Student record for any purpose other than those required or specifically permitted by this Agreement. Client agrees to work with FCSS to ensure compliance with the federal Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g (“FERPA”) and the Parties will ensure compliance with FERPA as follows: by mandating compliance with all laws and regulations pertaining to Student’s rights of confidentiality. To the extent FCSS will have access to “education records” for Client’s Students as defined under FERPA, FCSS acknowledges that for the purposes of this Agreement it will be designated as a “school official” with “legitimate educational interests” in the education records, as those terms have been defined under FERPA and its implementing regulations, and FCSS agrees to abide by the FERPA limitations and requirements imposed on school officials.

**SECTION 1.7 DISPOSITION OF DATA.** During the Contract Term marked on the Cover, the Client User has full access and the ability to download all stored Client User data, to include Student work, records, etc. To maintain compliance with Student privacy regulations, if this contract is not renewed for the following term, **WITHIN 60 DAYS AFTER THE TERMINATION DATE OF THIS AGREEMENT, ALL PERSONALLY IDENTIFIABLE STUDENT INFORMATION WILL BE IRREVERSIBLY PURGED FOR CLIENT USER STUDENTS COVERED UNDER THIS AGREEMENT. NEITHER THE CLIENT USER NOR FCSS/CYBER HIGH WILL BE ABLE TO RETRIEVE ANY STUDENT WORK, RECORDS, OR DATA THEREAFTER.**

If the Client has not secured all needed data, the Client may request by certified letter that FCSS/Cyber High provide the following digital file(s): Excel file containing all identifying and demographic data and/or a PDF containing a copy of all Student grade reports. Such a request must be received by FCSS on or before the Termination Date marked on the Cover.

## **ARTICLE 2 PAYMENT.**

**SECTION 2.1 GENERAL.** As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

**SECTION 2.2 TAXES.** Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

## **ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.**

**SECTION 3.1 CONTRACT TERM.** This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

### **SECTION 3.2 TERMINATION OF A WRITTEN AGREEMENT DURING CONTRACT TERM.**

**3.2.1 TERMINATION FOR CAUSE.** During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30<sup>th</sup> day or the last day of the extension (if any) without any further notice or action by either Party.

**3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION.** Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

**3.2.2.1 MATERIAL BREACH BY CLIENT.** If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use any Cyber High Products.

**3.2.2.2 MATERIAL BREACH BY FCSS.** If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User Students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement.

**SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.** Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

**SECTION 3.4 FORCE MAJEURE.** A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**") provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

#### **ARTICLE 4 INDEMNITY.**

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party ("**Indemnitor**") shall indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

#### **ARTICLE 5 DISPUTE RESOLUTION.**

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 4 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The

provisions of this Article shall survive the termination of this Agreement.

## ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy of any notice and demand by facsimile to:*** General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 ISSUANCE OF CREDITS. Client agrees to adopt Cyber High courses as part of Client's approved course list. Upon Client User Student course completion, FCSS will make an Official Grade Report digitally available to the Student's school of record. It is incumbent upon the Client to record the grade(s) and issue credit in accordance with Client's school and/or prevailing District policy./ /

# RENEWAL QUOTE



Page	1
Quote#	7879642.01
Issue Date	05/06/2025
Expiration Date	07/31/2025
Customer#	0472710
Customer	SANTA ROSA CITY SCHS

SANTA ROSA CITY SCHS  
211 RIDGWAY AVE  
SANTA ROSA CA 95401

Quote Summary		Payable in USD
Quote Total		\$44,837.88
<b>Applicable taxes are NOT included</b>		
Service Expiration Dates are displayed at each line item below		

## Order Instructions:

Please email Purchase order, referencing Quote number, to [FSSOrders@follettsoftware.com](mailto:FSSOrders@follettsoftware.com), fax to 800.365.5399 or mail Purchase Order to:

Follett Software, LLC.  
1340 Ridgeview Drive  
McHenry, IL 60050 USA

An invoice will be generated upon receipt of the Purchase Order. If you have any questions, contact Customer Service – 800.323.3397, Option 1 or email [softwarecs@follettsoftware.com](mailto:softwarecs@follettsoftware.com).

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
<b>ABRAHAM LINCOLN ELEM SCH - 0472635</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>CESAR CHAVEZ LANGUAGE ACAD - 0420473</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>ELSIE ALLEN HIGH SCH - 0412357</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>HELEN LEHMAN ELEM SCH - 0472620</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>HERBERT SLATER MDL SCH - 0406079</b>				

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# RENEWAL QUOTE



Page	2
Quote#	7879642.01
Issue Date	05/06/2025
Expiration Date	07/31/2025
Customer#	0472710
Customer	SANTA ROSA CITY SCHS

Quote Details				
Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>HIDDEN VLY SCH - 0472625</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>HILLIARD COMSTOCK MDL SCH - 0406080</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>JAMES MONROE ELEM SCH - 0406082</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>LEWIS EARLY LRNG ACAD - 0422974</b>				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
<b>Site Total</b>				<b>\$992.64</b>
<b>LUTHER BURBANK ELEM SCH - 0406078</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>MARIA CARRILLO HIGH SCH - 0412758</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>MONTGOMERY HIGH SCH - 0472675</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>

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# RENEWAL QUOTE



Page	3
Quote#	7879642.01
Issue Date	05/06/2025
Expiration Date	07/31/2025
Customer#	0472710
Customer	SANTA ROSA CITY SCHS

## Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
<b>PINER HIGH SCH - 0406083</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>PROCTOR TERRACE SCH - 0406084</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>RINCON VLY MDL SCH - 0406086</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>SANTA ROSA CHRTR SCH-ARTS/K-8 - 0410558</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>SANTA ROSA CITY SCHS - 0472710</b>				
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
<b>Site Total</b>				<b>\$992.64</b>
<b>SANTA ROSA FRENCH-AM CHARTER SCH - 0472592</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>SANTA ROSA HIGH SCH - 0406087</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>
<b>SANTA ROSA MDL SCH - 0406088</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48

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# RENEWAL QUOTE



Page	4
Quote#	7879642.01
Issue Date	05/06/2025
Expiration Date	07/31/2025
Customer#	0472710
Customer	SANTA ROSA CITY SCHS

## Quote Details

Item Number / Description	Renewal Months	Current Expiration Date	New Expiration Date	Amount
<b>Site Total</b>				<b>\$2,255.40</b>
<b>STEELE LANE ELEM SCH - 0472765</b>				
48206P DISTRICT MEMBER LM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$1,094.28
49302P DISTRICT MEMBER RM - HOSTED SERVICE RENEWAL	12	06/30/2025	06/30/2026	\$992.64
67058P TITLEPEEK ONLINE SERVICE RENEWAL - DESTINY DISTRICT MEMBER	12	06/30/2025	06/30/2026	\$168.48
<b>Site Total</b>				<b>\$2,255.40</b>

End of Quote

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# Yearbook Purchase Agreement

**Walsworth** yearbooks

**Account** Elsie Allen High School  
599 Bellevue Ave  
Santa Rosa, CA 95407-7713

**Customer#** 001182  
**Sales rep** Brooke Renna Pang  
**Job#**

**Yearbook Contact** Maritsa Ramirez  
**Title** Yearbook Adviser  
**Phone** 7078903810  
**Email** miramirez@srcs.k12.ca.us

**Admin Contact** Gabe Albavera  
**Title** Principal  
**Phone**  
**Email** galbavera@srcs.k12.ca.us

**Delivery** Spring

**Account Status** Prospect

**Requested Ship Week** 05/16/26

**Delivery Year** 2026

Ship date is dependent upon customer meeting copy and proof return deadlines.  
Delivery is planned by the end of the following week.

**Beginning year of term**

Term Agreement

**Total years of term**

Note terms and conditions of Term Agreement in Additional field below

**Current year of term**

## Yearbook Specifications

**Program Size** All American 8  
**# of Pages** 132  
**# of Copies** 101  
**Binding** Smyth-Sewn  
**Board Weight** 98 Pt.  
**Submission** Online Design  
**Proof** Proofs on Demand  
**Cover** Custom 4-color cover submitted by Oct. deadline; 1 hour of free art time included; gloss laminated included  
**Endsheet** Plain white, unprinted.  
**Additional** Shipping and taxes billed on final invoice

**Paper** 80# Legend Gloss  
Other Paper  
Paper Choice by Sig  
Paper Choice  
Other Paper Choice  
Apply to Sig From  
Apply to Sig To

**UV Coating**  
UV Coating # of Pages  
Page Aspect Normal  
Width  
Height  
Scented Varnish

### Autograph Supplement

**Quantity:** Placement: Size:  
**Billing Instructions:** Page:

### Current Events Supplement

**Type:** Placement: Size:  
**Quantity:** Page: Billing Instructions:

### Unprinted Autograph Supplement

**Quantity:** Placement: Size:  
**Billing Instructions:** Page:

### Clear Book Protectors

**Quantity:** Size: Price: **\$6,600.00**  
**Billing Instructions:**

This Purchase Agreement includes and is subject to the school yearbook plan selected by the Customer as well as the terms and conditions on this and the following page(s).

  
Lisa August (May 13, 2025 13:26 PDT)  
(Authorized Signature)

  
Date (Walsworth Authorized Signature)

3/7/2025  
Date

(Second Authorized Signature)

Date

This Agreement is entered into between Walsworth Publishing Company, Inc. ("Company") and the customer listed on the reverse side ("Customer"). **Once accepted by the Company, this Agreement becomes a binding contract between the Company and the Customer.** Any changes to the Agreement must be approved by both parties and must be in writing.

**BASE OFFER** - All yearbooks to be bound with covers as designated on the reverse side. The Customer to prepare and furnish photographs, illustrations and typed copy according to instructional information contained in the Publishing Kit and our online resources.

**SPECIAL NOTE** - Should the number of yearbooks subject to this Agreement increase or decrease, the base cost figure is subject to change. Please consult your representative or the Company for the corrected base cost figure. Additional copies and/or options listed on the reverse side may be ordered in the exact quantities required, but additional pages are available only in four-page or eight-page increments, depending upon the program.

**DEADLINES AND DELIVERY** - A deadline schedule based on the Customer's requirements will be sent directly to the Customer at the beginning of each school year. Failure to adhere to these guidelines could result in an altered delivery schedule and/or extra charges.

**COPY** - Copy shall be sent by the Customer in finished form ready for processing. Copy, artwork and photos will not be edited, redone or retouched, unless specifically requested. The Company reserves the right to return to the Customer copy improperly prepared or unlikely to reproduce satisfactorily.

**PAYMENT** - An initial deposit of **35%** of the Agreement amount is due on or before **October 1** for spring delivery, or at the time the Agreement is signed as customary down payment. For summer/fall delivery, **35%** of the Agreement amount is due with your first copy submission or by **February 1**. An additional deposit of **45%** of the Agreement cost is due **February 1** for spring delivery and **May 1** for summer/fall delivery. All deposits, equal to at least **80%** of the Agreement price, must be paid before the book ships. The final amount is due upon receipt of the final invoice. The Customer is responsible for all applicable sales or use taxes. Online Sales for book and ads will be credited to the school's deposit account minus applicable service fees and taxes. If the Customer has instructed in writing the Company to collect sales tax for online sales, the Company will periodically remit such funds to the Customer so that the Customer can remit those funds to the applicable taxing authorities.

**ARTWORK** - Professional artwork is available upon request at a reasonable rate. The Company may insert an ad logo without cost to the Customer or the Company. The Company will make a sincere effort to return all the original copy including photographs and artwork; however, we assume no responsibility for their loss or damage.

**ADDITIONAL SERVICES CHARGES** - Upon Customer request, correction work to photos and/or layouts can be done by the Company and will be charged for on a scheduled basis.

**PREPARATORY MATERIALS** - Plates are the property of the Customer and will be stored by the Company for a period of 30 days. Unless notified differently by the Customer, all plates will be destroyed after this 30-day period. The Customer understands and agrees that all dies, including those for which a charge has been made, remain the property of the Company.

**AUTHORITY** - Customer represents and warrants to the Company that (a) the Customer has the right and authority to enter into this Agreement and (b) the person signing this Agreement on behalf of the Customer has the right and authority to sign this Agreement and to bind the Customer thereby.

**CUSTOMER INDEMNIFICATION** - Since the Company exercises no editorial control over the content of the yearbook, including copy, photos and graphics, Customer agrees to protect the Company from economic loss and any other harmful consequences that could arise in connection with the creation, production and publishing of the yearbook or related materials. This means that Customer agrees, to the extent allowed by applicable state law, to hold the Company harmless and save, indemnify and defend the Company against all claims, demands, actions and proceedings on any and all grounds including without limitation all claims for liability, damages, costs and attorneys' fees. This will apply regardless of responsibility for negligence.

**CUSTOMER REPRESENTATIONS AND WARRANTIES** - Customer represents and warrants that the subject matter of the yearbook, including advertisements and student appreciation pages, is not copyrighted by a third party and that no copyright notice has been removed from any material used in preparing the subject matter for reproduction. Customer also recognizes that because subject matter does not have to bear a copyright notice in order to be protected by copyright law, absence of such notice does not necessarily assure a right to reproduce. Customer also represents and warrants that the yearbook and related materials do not contain anything that is libelous or scandalous, or anything that threatens anyone's right to privacy or other personal or economic rights. The Company reserves the right to use its sole discretion in refusing to print anything it deems illegal, libelous, scandalous or improper.

**ABILITY TO REPRODUCE OR DIGITIZE** - The Company is hereby granted the perpetual right and license to reproduce or digitize all or part of the Customer's yearbook in any manner or format (in whole or in part) at any time in the future, and offer it for sale, all without compensation to, or obtaining any consent from, the Customer or any parents, students or third parties. The Customer will take such steps as are necessary to assure such rights to the Company, including obtaining any necessary licenses.

**ABILITY TO USE FOR MARKETING AND SALES** - The Company is hereby granted the perpetual right and license to use, reproduce or duplicate the Customer's cover design and materials in any manner or format (in whole or in part) including any commercial activity for any business purpose (such as Company sales, marketing, websites, promotional literature, digitizing, samples and for use in other products), in each case without additional compensation to, or obtaining any consent from, Customer or any parents, students or third parties.

**CYBER SECURITY** - The Company requires the Customer to notify the Company within two business days if the Customer experiences one of the following cyber-security attacks: ransomware, email compromise of yearbook adviser or administration, and/or administrative/yearbook adviser credentials breach. Notification needs to be sent from the Customer to their Walsworth yearbook sales representative and customer service representative. The Company will hold all information regarding the event in confidence and will take the steps necessary to assist the Customer with the completion of their yearbook.

**DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITIES** - **EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPANY MAKES NO EXPRESS OR IMPLIED WARRANTY AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, BECAUSE SOFTWARE IS INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS.** You are advised to verify your work. In no event will the Company be liable for direct, indirect, special, incidental or consequential damages arising out of the use of or inability to use the software or documentation, even if advised of the possibility of such damages. The liability of the Company, if any, for damages relating to any defective product shall be limited to the Agreement price paid for such product.

Revised July 15, 2024



5821 WINDSOR ROAD, WINDSOR CA 95492  
 707 546-7938 PHONE/FAX  
 AUDIONORTHUSA@COMCAST.NET  
 WWW.AUDIONORTH.COM

## ENGAGEMENT CONTRACT INVOICE

AGREEMENT MADE THIS DATE 4 / 17 / 2025 BETWEEN L'AUDIO NORTH (HEREINAFTER REFERRED TO AS SOUND CO.)  
 AND Maria Carrillo High School Lisa Greenstein (HEREINAFTER REFERRED TO AS PURCHASER)

IT IS MUTUALLY AGREED BETWEEN THE PARTIES AS FOLLOWS: THE PURCHASER HEREBY ENGAGES THE SOUND CO., AND THE SOUND CO. AGREES TO PERFORM THE ENGAGEMENT PROVIDED THAT ALL OF THE TERMS AND CONDITIONS HEREIN SET FORTH ARE MET.

### TERMS AND CONDITIONS:

PLACE OF ENGAGEMENT	<u>MCHS Football Field</u>
DATE(S)	<u>6/6/2025 "Graduation Ceremony"</u>
TOTAL HOURS OF ENGAGEMENT	<u>12+</u>
START	<u>8am</u>
FINISH	<u>8pm</u>
SOUND CHECK	<u>11:30am</u>
FULL PRICE AGREED TO	<u>\$4400.00</u>

ALL PAYMENTS SHALL BE PAID BY CERTIFIED CHECK, MONEY ORDER, BANK DRAFT, OR CASH AS FOLLOWS:

A. \$4400.00 SHALL BE PAID BY PURCHASER TO SOUND CO. NO LATER THAN 6/21/25

B. \_\_\_\_\_ SHALL BE PAID BY PURCHASER TO SOUND CO. NO LATER THAN \_\_\_\_\_

C. ADDITIONAL PAYMENTS OF ANY, SHALL BE PAID BY PURCHASER TO SOUND CO. NO LATER THAN \_\_\_\_\_

1. PURCHASER MUST GIVE SOUND CO. NOT LESS THAN 3 DAYS NOTICE IF ADDITIONAL HOURS OR DAYS OF PERFORMANCE ARE REQUESTED/REQUIRED.

2. PURCHASER MUST GIVE SOUND CO. NO LESS THAN 30 DAYS NOTICE FOR CANCELLATION. OTHERWISE PURCHASER AGGRESS TO PAY 50% OF THE CONTRACT AMOUNT.

3. PURCHASER TO PROVIDE ELECTRICITY (A/C POWER) FOR FOLLOWING AREAS:

5 20 AMP CIRCUITS FOR Graduation STAGE (120 VOLTS)

\_\_\_\_\_ 20 AMP CIRCUITS FOR \_\_\_\_\_ STAGE (120 VOLTS)

\_\_\_\_\_ 20 AMP CIRCUITS FOR \_\_\_\_\_ STAGE (120 VOLTS)

\_\_\_\_\_ AMP PANEL FOR A/C DISTRIBUTION

4. PURCHASER TO PROVIDE LIABILITY INSURANCE TO COVER SOUND CO. DURING EVENT. COPY OF POLICY MUST ACCOMPANY CONTRACT.

5. PURCHASER TO PROVIDE AMPLE SECURITY FOR ALL STAGES AND MIXING PLATFORMS.

6. PURCHASER IS RESPONSIBLE FOR ANY THEFT OR DAMAGE TO SOUND EQUIPMENT INCURRED DURING EVENT TIMES, ANY RELATED COST OR TIME INCURRED TO REPLACE DAMAGED OR STOLEN EQUIPMENT.

PURCHASER SIGNATURE *Emily Morse* DATE 4/25/25

PLEASE SIGN AND RETURN THE ORIGINAL TO L'AUDIO NORTH

\*L'AUDIO NORTH HOURLY RATE IS @ ~~\$75.00~~ PER HOUR • FEDERAL TAX I.D. # ~~68-0193076~~

100

#21-4816214

## CONTRACT AGREEMENT

This contract/agreement shall serve as the basic operating Contract for the services described below:

1. Date of this agreement: Fri, May 9, 2025
2. **CONTRACTOR' (S) Name: JMA Private Security**
3. **BUYER' (S) Name:** Lucero Martinez

**Phone:** (707) 890-3770 60101

### CONTRACT INFORMATION

4. Date(s) of service: Fri, Jun 6, 2025
5. Type of Events: Graduation
6. Time(s) of service: 8:30 am – 12:30 pm= **4 Hours**
7. Approx. # of Guest: N/A                      Alcohol: NO
  
8. Location of service: Ridgway High School, 325 Ridgway Ave, Santa Rosa, CA 95401
9. Payment Agreement: **BUYER fully understands the contract must be paid in full before the event date. If the buyer fails to pay before the event date, JMA Security will not provide their services and will not refund the deposit. If the buyer cancels the contract before the event, JMA Security will keep the retainer and or any amount paid before the event.**

**Client Initials:** First Client Initials

10. Event policy: See client for instructions

### COMPENSATION INFORMATION

11. Amount of compensation: 8:30 am – 12:30 pm  
**2Officers @ \$46.00 per hourx 8 hours= \$368.00**  
**+ \$50 gas surcharge**

Total: \$368.00    Retainer: \$0.00    **PAID: CH\_\_ Cash\_\_ CC\_\_**

**Second payment: \$368.00    Due Date = June 6, 2025**

3345 Industrial Drive, Ste. 15, Santa Rosa, CA 95403 \*[www.jmasecurity.com](http://www.jmasecurity.com)\*

PPO#17199 (707) 206-7766 \* Fax (877) 459-9071

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Jose Albor

\* Signature required

malbor@jmasecurity.com

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Lucero Martinez

\* Signature required

lgarciamartinez@srcs.k12.ca.us



Board Target Date: May 28, 2025

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Tina Rogers

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

- \* Any person, business, or organization that will be providing non-professional services to the District
\*\* Any person, business, or organization that will be providing professional services to the District
\*\*\* 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 (Code): 06 - 2600 - 0 - 1151 - 1000 - 5800 - 124 - ELOP

Funding Category: Base Supplemental Concentration
Restricted: Other: ELOP

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

Contract is: XNew Renewal Addendum/Amendment Contract Amount: \$3,000.00

School Site/Department: SRFACS Number of Individuals Served: 50
Approved at Site by: Evelyn Anderson Date: 5/8/2025
\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Evelyn Anderson, SRFACS Phone #: 707-890-3930, ext. 73105
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 6/9/2025 Proposed Contract End Date: 6/20/2025

Requisition #:

BUSINESS SERVICES USE ONLY

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

Verified by: Date:
Fiscal Services Authorizer LAST REVISED ON 3-12-25

## 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 \_\_\_Tina Rogers\_\_\_, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Communicate extended learning opportunity with qualified SRFACS families.  
Receive registration information from interested ELOP families. Manage responses.  
Provide Contractor with student roster.  
Organize schedules for sessions.  
Organize and provide appropriate space for sessions.

(b) CONTRACTOR's Responsibilities and Duties:

Communicate with the site regarding scheduled sessions.  
Provide in-person instruction in Multi-cultural Arts Education to enrich students' lives.  
Provide positive social-emotional lessons in a collaborative dance class setting.  
Provide culturally relevant musical and dance instruction.  
Class ratios will be 20:1, students to instructor for grades first through sixth, and 10:1 students to instructor for grades TK and Kindergarten.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 9, 2025\_, and will continue through June 20, 2025\_, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Three Thousand Dollars (\$3,000.00\_). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment due upon receipt of invoice following services rendered.

Payment to be made by check sent to the Contractor at the address indicated on the signature page of this contract.

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?):

The following metrics will be used to evaluate the effectiveness of multicultural arts education:

- Student development of large motor skills required for dance movement.
- Student development of disciplined practice both as individuals and as cooperative and collaborative performance group members.
- Development of the mind-body connection necessary for following dance instruction and implementation.
- Development of rhythmic awareness and implementation.
- Development of heightened spatial awareness.
- Development of social-emotional learning and wellness.
- Development of multicultural awareness.

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

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

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

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers'

Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes the full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

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

10. Indemnification:

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

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

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall

not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT”.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory

completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

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

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

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

**DISTRICT:**

Santa Rosa City Schools  
110 Stony Point Road, Ste. 210  
Santa Rosa, CA 95401  
707-890-3800  
[kcook@srcs.k12.ca.us](mailto:kcook@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Tina Rogers  
Street: P.O. Box 73662  
City/State/Zip: Davis, CA 95617  
Phone: (916) 239-8116  
Email: [funkystylestreetdance@gmail.com](mailto:funkystylestreetdance@gmail.com)

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

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

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

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

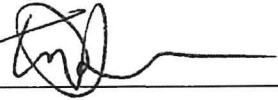
25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

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

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

Print Name: Tina Rogers \_\_\_\_\_

Associate Superintendent

Title: Multi-cultural Dance Instructor \_\_\_\_\_

ysantanaperalta@srcs.k12.ca.us

Email: funkystylestreetdance@gmail.com \_\_\_\_\_

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

Phone: (916) 239-8116 \_\_\_\_\_

SRCS Board Approved: \_\_\_\_\_

## Renewal Order Form

**Customer Information**

District Name:

Santa Rosa City Schools

Accounts Payable Contact Name:

Yessica Santana Peralta

Accounts Payable Email:

ysantanaperalta@srcs.k12.ca.us

**Quote Number:** IK12-250340

Created Date: 05/01/2025

**Subscription Renewal Date:** 7/1/2025**Informed K12 Contact Information**

Customer Success Manager: Lucy Swenson

lucy@informedk12.com

For billing questions, please email

[accounting@informedk12.com](mailto:accounting@informedk12.com)

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**Informed K12 Package Service**

District License (200 Processes)

**Price**

\$ 72,117.00

\$

\$

**Total Amount**

\$ 72,117.00

All forms packages include:

- Unlimited electronic signatures, interactive form fields, pre-filled data fields, and reusable templates to automatically collect, route, and track responses and approvals
- Unlimited responses archived with full access search and nightly back-ups for all data
- Phone, chat, and email support for form managers and recipients
- Continuous upgrades and extensive browser and device support
- Online webinars and resources for form managers

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**Terms of Use**

1. This Renewal Order Form (this "Order Form"), together with the Informed K12 Terms of Use available at <https://www.informedk12.com/terms-of-use>, governs the access to and use of the Services set forth above. In the event of a conflict between the Terms of Use and the Order Form, the Order Form shall control.
2. Customer will be invoiced between 30-60 days from their Renewal Date, or upon request, and payment is due in full within 30 days of the Renewal Date. Informed K12 reserves the right to pause services if payment is not received within 30 days of the Renewal Date.
3. The term of this Order Form will begin on the Renewal Date and will end after 12 months, unless stated otherwise in the service package description. The services renew for successive periods of twelve (12) months each, unless a party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current term. Informed K12 reserves the right to increase fees by up to five percent (5%) upon renewal.
4. In the event of termination of services, Customer is responsible for downloading and storing any data from Informed K12 that needs to be retained within 30 days, or as governed by an additional offboarding agreement. Informed K12 will comply with complete data destruction of Customer form data from the Informed K12 platform after the 30-day data retention window or as governed by an offboarding agreement signed by both parties.
5. The signatures below acknowledge the agreement of each party to be bound by this Order Form. The undersigned representative of Customer represents that he/she has read, understands, and accepts, on behalf of Customer, as a duly authorized representative of Customer, this Order Form (including the Terms and Conditions) in its entirety.

**Informed K12**

Santa Rosa City Schools

*Brianna Bolton*

Brianna Bolton [05/01/2025 6:30am PDT]

Authorized Signature

Brianna Bolton

Print Name

05/01/2025

Date

Authorized Signature

Print Name

Date

Account Code: 0

FIRST AMENDMENT  
TO  
MEMORANDUM OF UNDERSTANDING

This First Amendment ("Amendment") dated May 01, 2025 is entered into by and between the County of Sonoma Probation Department, hereinafter referred to as "County", and the Santa Rosa City Schools, hereinafter referred to as "School District."

R E C I T A L S

WHEREAS, County and School District entered into that certain Agreement, dated July 01, 2024 to provide Keeping Kids In School program services for students and families to increase school attendance; and

WHEREAS, County and School District desire to amend the Agreement to provide additional services.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

A G R E E M E N T

1. Paragraph 1. A. "Program Support", shall be amended to read as follows: School District agrees to contribute \$12,500 for fiscal year 25-26 by September 01, 2025 to support KKIS program implementation. Contributions for subsequent fiscal years during the term of this MOU will be outlined in annual amendments to this MOU (Exhibit B) to be signed by mutual agreement between the agencies before the start of each school year.

2. Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement, together with exhibits is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall, or shall be construed to modify, invalidate, or otherwise affect any provision of the Agreement or any right of County arising thereunder.

COUNTY AND SCHOOL DISTRICT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

**SCHOOL DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave.  
Santa Rosa, CA 95492

By: \_\_\_\_\_  
Lisa August, Asst. Superintendent

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

**COUNTY OF SONOMA**

Sonoma County Probation Department  
600 Administration Drive, Room 104J  
Santa Rosa, CA 95403

By: \_\_\_\_\_  
Vanessa Fuchs, Chief Probation Officer

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



# Santa Rosa City Schools: 2025-26 Renewal for Reclassification

## Santa Rosa City Schools

211 Ridgeway Ave  
Santa Rosa, CA 95401  
United States

## Eduwiges (Vicka) Llamas

ellamas@srcs.k12.ca.us  
(707) 890-3800 x80308

Reference: 20250513-200042279

Quote created: May 13, 2025

Quote expires: July 12, 2025

Quote created by: Angela Bost

VP of Partner Success

abost@letsgolearn.com

+13364470001

Comments from Angela Bost

## Products & Services

Item & Description	Quantity	Unit Price	Total
Comprehensive Diagnostics: DORA K-12 100 > students	150	\$19.20	\$2,880.00 for 3 years
	One-time subtotal		\$2,880.00
		<b>Total</b>	<b>\$2,880.00</b>

## Purchase terms

**ADDENDUM TO CONTRACT**

Between

Star View Behavioral Health, Star View Children & Family Services, and South Bay High School

And

Santa Rosa City Schools

\*\*\*\*\*

This addendum to the original contract with Star View Behavioral Health, Star View Children & Family Services, and South Bay High School approved on 8/28/2024, to provide special education services, including academic support, behavioral services, and other supports and services, in a residential setting, students with IEPs, that are placed there through an IEP to Santa Rosa City Schools.

The contract, under Item 3. Compensation, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed (\$563,380.23) This is an increase of (\$288,380.23).

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

\_\_\_\_\_.

Contractor's Name

By: Sonia Cueva

Name: Sonia Cueva, Contracts Manager

Date: 10/10/24

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

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

Lisa August  
Associate Superintendent

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

## AGREEMENT

THIS AGREEMENT made and entered into, effective 3/7/25 by and between the SANTA ROSA CITY SCHOOLS, hereinafter referred to as "SRCS," and Joseph / Clare hereinafter referred to as "Contractor;"

### WITNESSETH

WHEREAS, SRCS is a public educational agency with primary jurisdiction to provide educational services to students with disabilities who are 22 years of age and younger and who reside in Santa Rosa City Schools district boundaries: and

WHEREAS, SRCS is especially able to provide job training programs for these students; and

WHEREAS, SRCS wishes to use Contractor's facilities to provide vocational training for the students; and

WHEREAS, Contractor has facilities to provide the training and, as a community service, wishes to allow SRCS to use its facilities for the vocational training of students;

NOW, THEREFORE, IT IS AGREED as follows:

1. USE: Contractor hereby authorizes SRCS to use its facilities for the purpose of providing vocational training (hereinafter "the Program") for SRCS students. SRCS shall use the facilities only at the times and places approved by Contractor and such use shall not interfere with the Contractor's usual and regular business activities.
2. PROGRAM: The students participating in the training program shall at all times be under the primary supervision, jurisdiction and control of SRCS and it shall be SRCS responsibility for assuring that the students follow all of the Contractor's rules and regulations.
3. SRCS RESPONSIBILITIES: SRCS shall designate those students who participate in the Program, as mutually agreed upon with Contractor and subject to Contractor's right, after consulting with SRCS representative, to deny access to its premises to any student who does not reasonably meet Contractor's standards for safety, health, or good behavior, or who is otherwise disruptive of Contractor's activities or operations. SRCS shall also be responsible for the following:
  - (a) Providing and arranging for all necessary transportation for students performing duties at the Contractor's facility, as well as faculty and other necessary persons.
  - (b) Providing and arranging all necessary instruction and instructional materials in cooperation with the Contractor.
  - (c) Having one staff member present at Contractor's facility available to Contractor to instruct and supervise the students in a manner determined by a cooperative meeting.
  - (d) Assuring that all students are in good health and have received all immunizations as required by law.

- (e) Assuming responsibility for keeping records of student work hours and providing Contractor with information concerning the work hours upon request.
- (f) Arranging payment of student wages.
- (g) SRCS shall have the privilege of scheduling meetings with Contractor's staff for the purpose of interpreting, discussing and evaluating the educational program.
- (h) Students shall have the status of learners and shall not replace Contractor's staff.
- (i) Assuming all costs associated with the instructional program.
- (j) Inspecting Contractor's facilities for purposes of designating that equipment that SRCS's students may be permitted to use.

4. CONTRACTOR'S RESPONSIBILITIES: Contractor shall provide facilities for the Program and, in its sole discretion, allow its employees to participate in the Program at SRCS request. Contractor shall not be required to alter its facilities to accommodate the Program. Contractor shall further provide to each student who participates in the Program under this Agreement, experience in vocational education and will permit students and SRCS employees free access to appropriate facilities for such periods of time and such experience as shall be mutually agreeable.

5. INDEMNITY: HOLD HARMLESS: SRCS shall hold harmless, defend and indemnify Contractor from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of SRCS's activities under this Agreement.

Contractor shall hold harmless, defend and indemnify SRCS from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of Contractor's activities under this Agreement.

Subject to advice of counsel to the contrary or prohibitions contained in either party's liability insurance policy(ies) covering such a claim or potential liability, SRCS and Contractor agree to cooperate (and coordinate if both parties are named or expect to be named as a defendant) in the defense of any claim to advise the other party of any time that one party receives or becomes aware of any actual or potential claim or suit with respect to which it believes the other party may be potentially made a defendant or otherwise incur liability.

6. INSURANCE: SRCS agrees, during the term of this agreement, to maintain all necessary insurance for its officers, agents, employees and students, including but not limited to workers' compensation, disability, and unemployment insurance, and to provide Contractor with certification upon request. In this regard, it is agreed that SRCS and Contractor are responsible only for the actions of their respective officers, agents, employees and students and that SRCS officers, agents, employees and students shall have no status or rights with regard to Contractor.

7. LIABILITY INSURANCE: SRCS shall be responsible for providing and maintaining liability insurance to cover any and all of its activities under this Agreement.

8. PAYMENT: All payments shall be made in accordance with the payment agreement as follows:

SRCS will be responsible for payment of wages to individual students.

A maximum of 4 SRCS students will work a maximum of 5 hours a day, maximum of 3 days a week during the 2024-2025 regular school year, and the associated summer session.

9. TERM: This Agreement shall be for a term commencing on 3/7/25 and ending on June 30, 2025. This Agreement may be renewed upon the mutual consent of both parties in writing.

10. TERMINATION: Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party setting forth the date of termination.

11. AMENDMENT: This Agreement may be modified, amended or terminated at any time by mutual agreement of the parties hereto.

12. NON-DISCRIMINATION: Both parties to this Agreement agree that they shall not discriminate in the selection or acceptance of any student to receive vocational training pursuant to this Agreement because of race, color, religion, handicapping condition, ancestry, sex or national origin. In the event of either party's non-compliance with this Paragraph, this Agreement may be canceled, terminated, or suspended in whole or in part by the other party.

13. NOTICE: All notices required to be given under this Agreement shall be written and shall be served either by personal delivery or by first class mail, postage prepaid, and addressed as follows:

PROGRAM:

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

CONTRACTOR:

Claims/Leasing  
1046 Santa Rosa Plaza  
Santa Rosa  
95401

IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on the day and year first above written.

PROGRAM: Santa Rosa City Schools

CONTRACTOR: Melissa Cataldo

By: \_\_\_\_\_  
Lisa August, Deputy Superintendent

By: Melissa Cataldo  
NAME / TITLE