



# NORTH COAST SECTION, CIF

*Pat Cruickshank, Commissioner of Athletics*

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5 Crow Canyon Ct., Suite 209, San Ramon, CA 94583 Tel.: (925) 263-2110, Web: [www.cifncs.org](http://www.cifncs.org)

TO: PRINCIPALS/HEADMASTERS OF NCS MEMBER SCHOOLS  
FROM: Pat Cruickshank, Commissioner of Athletics  
DATE: April 14, 2025  
SUBJECT: SCHOOL DISTRICT BOARD OF EDUCATION/PRIVATE SCHOOL GOVERNING BOARD  
RATIFICATION OF VOTING REPRESENTATIVES TO ATHLETIC LEAGUES FOR THE  
2025-2026 SCHOOL YEAR.

The State CIF recently sent the 2025-2026 Ratification of Voting Representatives to each school district/private school governing board. Here is our follow up to that. Every year NCS staff receives questions concerning this form. It is very important that this process is completed and having a complete form will provide voting compliance at league and section meetings. Any individual who may ultimately be a voting member at a league governing board meeting, or as a representative to any of the standing North Coast Section, CIF committees (Sports Advisory Committee, Sportsmanship Committee, Alignment Committee, Finance Committee, Eligibility Committee, Executive Committee or Board of Managers) must be ratified by the school district board of education or private school governing board. Enclosed is a fillable form as well as a sample form that suggests how the form should be completed.

Governing boards can have one form per school or use one form to list representatives for multiple schools within the jurisdiction of the board. Your help in completion of the form, approval by the governing board, and return of the completed form to the NCS Office no later than August 1, 2025 is greatly appreciated.

PAGE 2 – Letter from CIF to Superintendents and Presidents. Although the CIF has stated a desired deadline date of June 27<sup>th</sup>, NCS is listing August 1<sup>st</sup> to give schools more time to reflect potential changes in administration prior to the start of the 2025-2026 school year.

#### ON THE ATTACHED FORM (PAGE 3)

Each local school district Board of Education or private school governing board will ratify to the appropriate CIF section office (North Coast Section, CIF) by August 1<sup>st</sup> of each year the appointment of individuals and alternates by name or by title who will be school representatives to the athletic leagues for the upcoming year. In the absence of the appropriate filing, all voting privileges for the affected school(s) shall be suspended.

#### SAMPLE FORM (PAGE 4)

This form is a sample of how the form can be completed by name and by position, avoiding issues when personnel change after the form has been submitted for the 2025-2026 school year.

If your school or district have any questions, please do not hesitate to contact the NCS Office and speak to me directly. Your timely cooperation with this required process is greatly appreciated.

Email: [pcruickshank@cifncs.org](mailto:pcruickshank@cifncs.org)

Phone: 925-263-2110 x221



TO: SUPERINTENDENT OF PUBLIC SCHOOLS  
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: March 10, 2025

Enclosed is a form upon which to record your district and/or school representatives to leagues for the **2025-2026 school year**. It is a form sent annually to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by the school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We request that, following action by your governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that only the designated representatives of the boards will vote on issues at the league and section level that impact athletics. If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

**Please return the enclosed form no later than June 27, 2025, directly to your CIF Section Office.**

**2025-2026 Designation of CIF Representatives to League**

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE no later than June 27, 2025.**

**Santa Rosa City Schools Board of Education** at its meeting, June 11, 2025, appointed the following individual(s) to serve for the 2025-2026 school year as the school's league representative:

**PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES**

**NAME OF SCHOOL:** Elsie Allen High School  
**NAME OF REPRESENTATIVE/ POSITION:** Principal, Vice Principal, Assistant Principal, or Athletic Director  
**ADDRESS:** 599 Bellevue Ave. **CITY:** Santa Rosa **ZIP:** 95407  
**PHONE FAX:** **E-MAIL:** ccunningham@srcs.k12.ca.us  
\*\*\*\*\*

**NAME OF SCHOOL:** Maria Carrillo High School  
**NAME OF REPRESENTATIVE/ POSITION:** Principal, Vice Principal, Assistant Principal, or Athletic Director  
**ADDRESS:** 6975 Montecito Blvd. **CITY:** Santa Rosa **ZIP:** 95409  
**PHONE FAX:** **E-MAIL:** lapkarian@srcs.k12.ca.us  
\*\*\*\*\*

**NAME OF SCHOOL:** Montgomery High School  
**NAME OF REPRESENTATIVE/ POSITION:** Principal, Vice Principal, Assistant Principal, or Athletic Director  
**ADDRESS:** 1250 Hahman Dr. **CITY:** Santa Rosa **ZIP:** 95405  
**PHONE FAX:** **E-MAIL:** jaortiz@srcs.k12.ca.us  
\*\*\*\*\*

**NAME OF SCHOOL:** Piner High School  
**NAME OF REPRESENTATIVE/ POSITION:** Principal, Vice Principal, Assistant Principal, or Athletic Director  
**ADDRESS:** 1700 Fulton Rd. **CITY:** Santa Rosa **ZIP:** 95403  
**PHONE FAX:** **E-MAIL:** acorreia@srcs.k12.ca.us  
\*\*\*\*\*

**NAME OF SCHOOL:** Santa Rosa High School  
**NAME OF REPRESENTATIVE/ POSITION:** Principal, Vice Principal, Assistant Principal, or Athletic Director  
**ADDRESS:** 1235 Mendocino Ave. **CITY:** Santa Rosa **ZIP:** 95401  
**PHONE FAX:** **E-MAIL:** mfong@srcs.k12.ca.us

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

**Superintendent's or Principal's Name:**

**Signature:**

**Address:** 110 Stony Point Rd. Suite 210

**City:** Santa Rosa

**Zip:** 95401

**Phone/FAX:** (707) 890-3800

PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.



# Invoice

Invoice #: INV083881  
Date: 7/1/2025  
Payment Terms: Upon receipt  
Due Date: 7/1/2025  
PO#:

**Bill To**

Santa Rosa City Schools  
211 RIDGWAY AVE.  
SANTA ROSA CA 95401-4320  
United States

**Ship To**

Santa Rosa City Schools  
211 Ridgeway Avenue  
SANTA ROSA 95401-4320  
United States

Description	Coverage Start Date	Coverage End Date	Qty	Amount
Website and content management system software with reliable web hosting.	7/1/2025	6/30/2026	1	Included
LDAPS/Active Directory Integration	7/1/2025	6/30/2026	1	Included
Weglot Exclusive (Unltd languages, 500K words)	7/1/2025	6/30/2026	1	Included
Advanced Search	7/1/2025	6/30/2026	1	Included
Communications Package - Standard	7/1/2025	6/30/2026	1	Included
Support Plan - Standard	7/1/2025	6/30/2026	1	Included
CMS Discount	7/1/2025	6/30/2026	1	Included
<b>Subtotal</b>				USD \$27,000.00
<b>Tax Total</b>				USD \$0.00
<b>Total</b>				USD \$27,000.00
<b>Amount Paid</b>				\$0.00
<b>Amount Due</b>				\$27,000.00

Please make all checks payable to Active Internet Technologies, LLC.

**Remittance Address:**

Active Internet  
Technologies  
PO Box 783838  
Philadelphia, PA  
19178-3838

**For Courier Deposits (Fed Ex, UPS, etc.):**

Active Internet Technologies LLC  
Attn: Lockbox 783838  
Wells Fargo Bank  
MAC Y1372-045  
2005 Market Street, 5th Floor  
Philadelphia, PA 19103-7042

**Wire/ACH Instructions:**

Bank: Wells Fargo Bank NA  
Bank Add: PO Box 63020, San Francisco, CA 94163  
ABA: 121000248 / SWIFT ID: WFBUS6S  
Account Name: Active Internet Technologies LLC  
Account Number: 4095186292

**800-592-2469 Ext.1008**

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

We appreciate your confidence in us and our products. Please visit us online at [www.finalsite.com](http://www.finalsite.com)



Board Target Date: June 11, 2025

**Request for Board Approval of Contract**

Vendor/Contractor/Consultant: Boys & Girls Club - Sonoma-Marin

**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): 01-6010-0-1151-1000-5800/5100-XXX-ELOP/ASES (20%)  
 01-2600-0-1151-1000-5800/5100-XXX-ELOP (60%) - District Schools  
 07-2600-0-1151-1000-5800/5100-127-ELOP (14%) - CCLA Charter  
 08-2600-0-1151-1000-5800/5100-104-ELOP (5%) - Arts Charter  
 09-2600-0-1151-1000-5800/5100-123-ELOP (1%) - Accelerated Charter

Funding Category:  Base  Supplemental  Concentration  
 Restricted: ASES & ELOP funds  Other: \_\_\_\_\_

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

Contract is:  New  Renewal  Addendum/Amendment Contract Amount: \_\_\_\_\_

School Site/Department: Ed. Services Dept. Number of Individuals Served: ~1486

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: \_\_\_\_\_ Date: 06/03/2025

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michael J. Reimer - Ed. Services Phone #: 707-899-6112  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 7/1/2025 Proposed Contract End Date: 6/30/2027  
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 Boys & Girls Club - Sonoma-Marin, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- A. District will provide appropriate program facilities (1 space per group of 16 students) at each of our 11 participating schools including: Luther Burbank, Helen Lehman, Abraham Lincoln, James Monroe, Steele Lane, Proctor Terrace, Hidden Valley, CCLA, Accelerated Charter, Arts Charter and Comstock Middle School. Club leads at each site will have a dedicated space (with locking door) for planning, preparation and storage.
- B. District will identify one cabinet level employee to act as liaison between the District and Boys & Girls Clubs of Sonoma-Marin (the Clubs). District employee will formally meet with Club executive representative three times during each school year as required.
- C. The District, school site principals and the Clubs will work together on the seamless integration of the after-school program with the regular day program.
- D. In order to provide a seamless integration, principals will be oriented on their roles and responsibilities for a successful expanded learning program through collaboration with the Clubs and District.
- E. Principals will comply with assurance of meeting with Club directors on a regular basis, at least once every other week.
- F. District will co-develop indicators for a successful program evaluation with the Clubs, via the development of a Program Logic Model. Evaluation process will include student demographic, quantitative and qualitative data (surveys, and individual & small group interviews).
- G. District will be responsible for providing custodial support in all spaces and custodial supplies used by the clubs staff and members.
- H. District's contract manager will meet every other month with the Clubs and principals.
- I. The District, in conjunction with The Clubs, will work together in preparing data and pieces of evidence required for various audits and reporting requirements (ie - ASES & ELO Program funds, CDE FPM reviews, etc).
- J. As a part of this agreement, both organizations agree to share applicant information with one another. The DISTRICT AND CONTRACTOR agree to the following data privacy provisions:

- The DISTRICT AND CONTRACTOR will use shared applicant information to support the implementation of the afterschool program together;
- The DISTRICT AND CONTRACTOR agree to not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
- The DISTRICT AND CONTRACTOR will contact one another (Michael Reimer; [mreimer@srcs.k12.ca.us](mailto:mreimer@srcs.k12.ca.us) or Michelle Heery; [mheery@bgcsonoma-marin.org](mailto:mheery@bgcsonoma-marin.org)) immediately upon learning of any possible data breach.

(b) CONTRACTOR's Responsibilities and Duties:

A. Boys & Girls Clubs of Sonoma-Marin will run expanded learning programs at the 11 named schools until 6 PM daily.

B. The Clubs will provide direct service, in the model outlined below or in a CDE sanctioned amended model to accommodate COVID-19 health & safety protocols (if necessary). The Clubs will comply with all county and state health orders in the delivery of the program.

C. The Clubs will provide direct services to TK and Kinder students in the required ratio of 1:10 and to 1-8th grade students in the required ratio of 1:20. The Clubs may also maintain a waiting list to ensure this is met.

D. The Clubs, school site principal, and District will work together on the seamless integration of the after school program with the regular day program.

E. The Clubs will provide parent information, registration and communication, including a parent and child orientation in a language the parents understand and translated monthly newsletters.

F. The Clubs will provide all materials necessary to run the Extended Day program. School site supplies will not be utilized for the running of the program.

G. The Clubs will maintain timely records for attendance, fiscal reporting and program evaluation.

H. The Clubs will establish a sign-in, sign-out procedure that records what time the student leaves the program and with whom to ensure student safety. The Clubs will help ensure that students report directly to the Clubs upon dismissal and will help verify absences from the afterschool program for student safety purposes.

I. The Clubs will co-develop indicators of successful program evaluation with the District.

J. The Clubs will prepare (in a timely manner) semi-annual attendance, quarterly expenditure reports, annual after school evaluation, annual continuous quality improvement, and other reports required by CDE and district.

K. The Clubs will work together with the district to provide targeted out-of-school-time intervention, tutoring

and homework assistance and standards-based enrichment activities. The Clubs will ensure that the program contains a balance of components including educational literacy, enrichment and a safe physical and emotional environment. The daily schedule, hours of operation, and attending students will be mutually agreed upon depending on the school's instructional model, and funding requirements.

L. The Club may choose to close for up to 3 professional development days.

M. Children will participate in structured activities designed to improve and enhance literacy, communication, and social skills.

N. The Club and the District will collaborate to establish the extended education program days of operation based on the district's instructional calendar.

O. The Club will be solely responsible for supervising their employees. The Club certifies that staff providing services are adequately trained and prepared to work with TK-8th grade students. Ongoing training will be provided to staff. Clubs will ensure that all Club employees meet Santa Rosa City Schools' minimum requirements for the instructional assistant position, save current District employees whose compliance requirements will be monitored by the District.

P. Club will work, in partnership with the site principal and district personnel to select students and will work to recruit students. Priority enrollment will be given to homeless and foster youth per EC sections 8483(c) (1) (A) and 8483 (d) (1) (A).

Q. Club and site principals will confer regarding student attendance and discipline issues and actions, including possible removal from the program.

R. The Club will comply with the assurance of meeting with site principals on a regular basis.

S. Club will follow the same level of discipline expectations, rules, MTSS and Restorative Practices in order to maintain student behavior consistent with the school culture during school hours.

T. The Club will notify the DISTRICT by the next working day following, and to submit a written report within seven days of, the occurrence of any health- or safety- related issues, including, but not limited to, issues involving criminal background clearances for employees, building safety, and any event specified in subdivision (c) pursuant to Education Code section 8483.4(b).

U. As part of the application process, the Club will request from parents or guardians pupil health information, such as whether a pupil has allergies or asthma, before pupil enrollment pursuant to Education Code section 8483.4(d).

V. Provide 2 weeks of inter-session programming (1 week at Winter Break and 1 week at Spring Break) for a total of 300 students. Additionally, provide summer school programming (or support) for up to 1000 students in the summer of 2026 and 2027.

W. As a part of this agreement, both organizations agree to share applicant information with one another. The DISTRICT AND CONTRACTOR agree to the following data privacy provisions:

- The DISTRICT AND CONTRACTOR will use shared applicant information to support the implementation of the afterschool program together;

- The DISTRICT AND CONTRACTOR agree to not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
- The DISTRICT AND CONTRACTOR will contact one another (Michael Reimer; [mreimer@srcs.k12.ca.us](mailto:mreimer@srcs.k12.ca.us) or Michelle Heery; [mheery@bgcsonoma-marin.org](mailto:mheery@bgcsonoma-marin.org)) immediately upon learning of any possible data breach.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1st, 2025, and will continue through June 30th, 2027, 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 Four million three hundred forty five thousand three hundred ninety six Dollars (\$ 4,345,396 ) annually. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Monthly

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?):

PRIORITY OUTCOME # 1: Students will increase their academic preparedness skills for later grades.

1. Students will engage in learning activities designed to build literacy skills using the HYLAS (High Yield Learning Activities) and other materials made available through the Boys & Girls Club and the District that enhance reading, writing and mathematics.

2. Students will participate in lessons designed to increase the ability to communicate via speaking and listening, following directions and actively participating in group activities.

3. Students will participate in Power Hour daily to support mastery of learning standards.

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

1. Students will interact with their peers and adults to learn how to share, cooperate, take turns and persevere within a safe learning environment guided by professionals.

2. Club staff will recognize 45 youth annually through the Youth of the Year program, which culminates in an end of the year family ceremony.

3. Students will participate in at least 2 program wide service projects.

4. The Clubs Members will participate in at least 1 Leadership and Character development program each year (offered quarterly).

PRIORITY OUTCOME # 3: Students will learn about and use healthy learning strategies.

1. Students will participate in at least 30 minutes of physical activity daily.

2. Students will participate in the healthy eating and nutrition program every year.

PRIORITY OUTCOME #4 The club will implement Five Key Elements for Positive Youth Development in all programs.

1. A safe, positive environment is built throughout the entire Extended Education program.

2. The Clubs maintain a focus on FUN for members of all ages.

3. The Clubs encourage the development of supportive relationships not only between members and caring adults, but peer-to-peer as well.

4. The Clubs provide opportunities for all Members to be actively engaged in the Clubs Experiences and sets high expectations.

5. The Clubs offer recognition for members, both formally, and informally for their successes and accomplishments.

Evaluation: There will be two formal evaluation (mid-year and final) meetings with the manager of the program and management from The Clubs. If areas of improvement are identified The Clubs shall be given written notice of deficiencies and 30 days to demonstrate corrective action. Failure to do so may result in a notice of termination as noted in section 11.

Additionally, a Program Logic Model will be co-developed and implemented for the 2025-2027 school years. As a result, a more complete understanding of the program's impacts and outcomes will be investigated and studied.

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@sres.k12.ca.us](mailto:kcook@sres.k12.ca.us)

**CONTRACTOR:**

Name: Boys & Girls Clubs of Sonoma-Marin

Street: 1400 N Dutton #24

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

Phone: 707-528-7977

Email: [grants@bgcsonoma-marin.org](mailto:grants@bgcsonoma-marin.org)

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 \_\_\_\_\_, 20\_\_.

**DISTRICT**

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


Lisa August

Interim Superintendent

ysantanaperalta@srcs.k12.ca.us

707-890-3800 x80201

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: 

Print Name: Michelle Heery

Title: Chief Strategy Officer

Email: mheery@bgcsonoma-marin.org

Phone: 707-528-7977

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

# AVID Center



## Products and Services Quote/Order

Quote/Order #: Q-91229  
 Client: Santa Rosa City Schools  
 Address: 211 Ridgway Ave  
 Santa Rosa, CA 95401

AVID Center Representative: Jim Allen  
 Phone: (858) 380-4775  
 Email: jallen@avid.org

Effective Date: July 01, 2025

Expiration Date: June 30, 2026

District Products				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	DDL Leadership Team DD Expand	\$5,000.00	\$0.00	\$5,000.00
1	DDL Replacement DD Payment 1	\$6,000.00	\$0.00	\$6,000.00
District Products SUBTOTAL:				<b>\$11,000.00</b>

Cesar Chavez Language Academy				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Combo Sites	\$5,349.00	\$0.00	\$5,349.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
Cesar Chavez Language Academy SUBTOTAL:				<b>\$5,349.00</b>

Elsie Allen High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,599.00	\$0.00	\$4,599.00
Elsie Allen High School SUBTOTAL:				<b>\$4,599.00</b>

Helen M Lehman Elem School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Elementary School	\$3,625.00	\$0.00	\$3,625.00
1	AVID Weekly Elementary	\$725.00	\$0.00	\$0.00
1	Elementary Starter Package	\$1,299.00	\$0.00	\$1,299.00
1	Elementary Digital Library - 4 Licenses - Yearly	\$750.00	\$0.00	\$0.00
1	AVID STEM Connections	\$725.00	\$0.00	\$0.00
1	Welcome Kit - Elementary	\$0.00	\$0.00	\$0.00
4	AVID Summer Institute	\$1,150.00	\$400.00	\$4,200.00

Helen M Lehman Elem School SUBTOTAL:	<b>\$9,124.00</b>
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Herbert Slater Middle School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,599.00	\$0.00	\$4,599.00
Herbert Slater Middle School SUBTOTAL:				<b>\$4,599.00</b>

Hilliard Comstock Middle Sch				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,599.00	\$0.00	\$4,599.00
Hilliard Comstock Middle Sch SUBTOTAL:				<b>\$4,599.00</b>

Montgomery High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,599.00	\$0.00	\$4,599.00
Montgomery High School SUBTOTAL:				<b>\$4,599.00</b>

Piner High School				
QTY	PRODUCT NAME	UNIT PRICE	DISCOUNT	EXTENDED PRICE
1	AVID Membership Fees Secondary	\$4,599.00	\$0.00	\$4,599.00
1	Secondary Starter Package	\$4,740.00	\$0.00	\$4,740.00
1	Secondary Digital Library - 8 Licenses - Yearly	\$2,499.00	\$0.00	\$0.00
1	AVID Weekly Secondary	\$725.00	\$0.00	\$0.00
1	AVID STEM Connections	\$725.00	\$0.00	\$0.00
8	AVID Summer Institute	\$1,150.00	\$800.00	\$8,400.00
1	Welcome Kit - Secondary	\$0.00	\$0.00	\$0.00
Piner High School SUBTOTAL:				<b>\$17,739.00</b>

<b>TOTAL:</b>	<b>\$61,608.00</b>
<i>plus all applicable taxes</i>	

**Additional Comments:**

N/A

This AVID Center Products and Services Quote/Order is a Subsequent Quote/Order as defined in the General Terms and Conditions previously agreed to by AVID Center and the "Client" identified above ("Ts&Cs"). This Quote/Order and any exhibits or attachments hereto, together with the Ts&Cs (including the definitions of terms set forth at <https://www.avid.org/Page/3290> or another location on AVID Center's website designated by AVID Center), supersedes all previous Quote/Orders and constitutes a binding agreement between AVID Center and Client with respect to the AVID Products and Services specified above. Certain AVID Products and Services may be cancelled by Client as set forth in AVID Center's Rest Assured Policy at <https://www.avid.org/rest-assured-policy>.

AVID Center is committed to assisting Client with a successful implementation. Additional information regarding professional learning registrations is listed below:

- Newly implementing AVID sites are best supported by a core site team of educators – at least 8 for AVID Secondary or 4 for AVID Elementary. In the initial year of implementation, Client agrees to enroll participants into AVID Summer Institute ("SI") equal to the minimum core site team described herein, unless AVID Center agrees otherwise on this Quote/Order. If other professional learning events are taken instead of SI, prices will be adjusted accordingly upon completion of the training event.
- For each existing site in year 2 and beyond of AVID implementation, Client agrees to enroll one (1) participant into AVID Ignite, unless Client notifies otherwise. If a participant is not enrolled or a registrant does not attend, Client will receive a voucher to be used for AVID Ignite in the following summer after payment has been received.

Client will be invoiced for the greater of the number of participants from a site registered for the event or committed to on this Quote/Order. No payment is due at the time of execution of this Quote/Order, notwithstanding anything to the contrary in the General Terms and Conditions. At the time of invoicing, AVID Center will verify registration fees for each site listed on this Quote/Order and any registrations which have been previously paid will be removed from the invoice. Payment will be due within thirty (30) days following receipt of AVID Center's invoice related to this Quote/Order. Each party has caused this Quote/Order to be signed by its duly authorized representative. The terms of this Quote/Order will control in the event of a conflict with any terms or conditions set forth in any purchase order or other document or communication from Client and any such terms and conditions are hereby rejected by AVID Center and of no effect.

AVID Center,  
a California Non-Profit Corporation 501(c)(3)

Santa Rosa City Schools

Sign: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Email: contracts@avid.org

Sign: \_\_\_\_\_  
 Print Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Email: \_\_\_\_\_

AVID Center  
 9797 Aero Drive, Suite 100  
 San Diego, CA 92123  
 Employer ID # 33-0522594



# Contract Proposal

# 247

PREPARED BY

Romina Britos  
romina@droplet.io  
2701 N. Thanksgiving Way  
Lehi, UT 84043

PREPARED FOR

Alejandra Rivas  
arivas@srcs.k12.ca.us  
  
Santa Rosa City Schools

**Effective Dates:** 06/27/2025 — 06/26/2026 (12 months)

**Proposal Expires:** 6/30/2025

**PRODUCTS**

**Droplet Plus - Per Form** **\$6,000.00**

**Professional Service Hours × 2** **\$0.00**

One-Time Fee \$500.00 Discount Applied

**\$6,000.00**

**\$500.00 in Total Discounts**

**PAYMENTS**

**Payment Due**

**07/27/202**

**5**

**PO Number**

Add the PO Number, if known.

**RENEWAL**

**\$6,000.00**

**AUTO-RENEWAL**

The products identified as recurring or usage-based in this contract shall automatically renew on the anniversary date of its commencement, extending the term for an additional **12 month(s)**. If the customer wishes to cancel the contract, they must do so by providing written notice at least **30 day(s)** before the end of the current term.

**STANDARD TERMS**

Please review this proposal, its payment terms, and the attachments below carefully. When you click "ACCEPT" at the bottom of this proposal, you expressly agree that:

- You have reviewed this proposal in detail and are doing so on behalf of the customer or organization named above.
- You have reviewed, in full, the attachments in this proposal; and based on that review, you agree to be bound by the terms contained therein and this proposal for the services Droplet will provide to you.
- Your acceptance of this proposal, documented by clicking "ACCEPT" below, constitutes your valid and binding signature and consent, given on behalf of the customer or organization named above.

**SaaS Terms of Service**

(<https://api.droplet.io/v1/assets/drplt-f-p-203705-ye49M0-5D8wqW0z2mi83z5OBX2AUmZMJZl.pdf>)

**Droplet W-9**

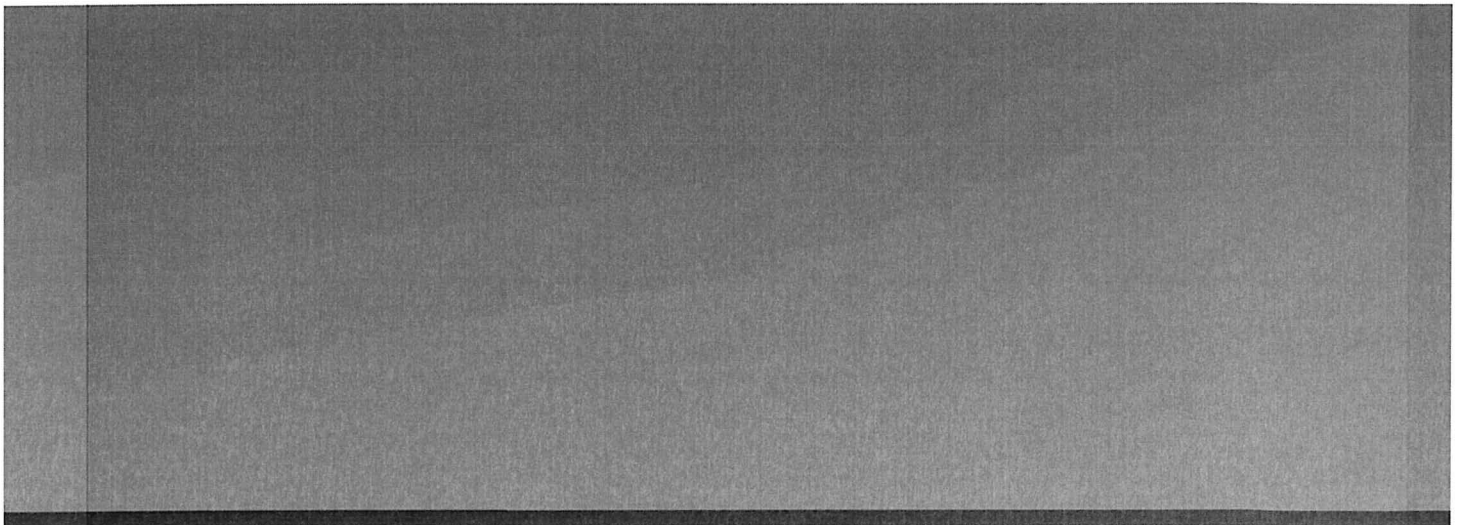
(<https://api.droplet.io/v1/assets/drplt-f-p-203705-ye49M0-lyyw7IN3vPTjN8rY3PVLUGylvQ49.pdf>)

No files uploaded

Option to upload custom files

Signature

**Print**





EMPLOYEE OWNED

**PREPARED FOR**

Dave Harden

Santa Rosa City Schools District

+1 707-890-3800

dharden@srcs.k12.ca.us

05/27/2025

Santa Rosa City Schools - Turf  
Maintenance HS Fields

**Project Number** P-0104438

Contact

David Valle  
1800 E. McFadden Ave.  
Santa Ana, CA  
david.valle@theyyagroup.com

Pages 6

LICENSE 984827 (B, C15, D12, A, C20, C10, C33)

DIR # 1000003379



EMPLOYEE OWNED

Proposal: P-0104438  
To: Santa Rosa City Schools District  
211 Ridgway Avenue  
Santa Rosa, CA 95401

Date: 05/27/2025  
Terms: Net30


RA: David Valle  
RA Phone:  
RA Email: david.valle@thekeygroup.com  
Site: Santa Rosa City Schools District  
Address: 211 Ridgway Avenue  
Santa Rosa, CA 95401

Site Qualifications and General Scope of Work

DIR # 1000003379

Field Maintenance at: Piner HS, Elsie Allen HS, Montgomery HS, Maria Carrillo HS, Santa Rosa HS

Notes: Sales tax rate will be based upon the shipping address. Price is good for 30 days from date of quote.

Initials 



# SCOPE OF WORK - PRICING

Santa Rosa City Schools - Turf Maintenance HS Fields	Quantity	U/M	Price	Value
Field Maintenance at: Piner HS, Elsie Allen HS, Montgomery HS, Maria Carrillo HS, Santa Rosa HS	1	EA	\$32,994.22	\$32,994.22
Bonds	1	EA	\$454.28	\$454.28
			Total Price	\$33,448.50

Initials 



# CONDITIONS AND WARRANTY

**1) Proposal:**

The above proposal is valid for 30 days from the date first set forth above. After 30 days, we reserve the right to increase prices due to the rise in cost of raw materials, fuel or other cost increases. When applicable, KYA Services, LLC reserves the right to implement a surcharge for significant increases in raw materials, including, but not limited to; fuel, and materials. Due to the duration of time between proposals, contracts and final furnishing, KYA Services, LLC reserves the right to implement this surcharge when applicable.

Any job that is accepted prior to December 31st of the current year and scheduled to install after December 31st of the current year is subject to price increase. All project proposals based on a specific set/sets of plans are considered preliminary budgets and may be subject to pricing changes once the plans are approved by the relevant authority.

**2) Purchase:**

By executing this proposal, or submitting a purchase order pursuant to this proposal (which shall incorporate the terms of this agreement specifically by reference) which is accepted by KYA Services, LLC. (the "Company"), the purchaser identified above ("you" or the "Purchaser") agrees to purchase the materials and the services to be provided by the "Company", as detailed in the Pricing and "General Scope of Work" sections in this agreement, above. Any additional costs arising from tariff changes shall be deemed pass-through costs and shall be paid by the Client upon receipt of supporting documentation from the Contractor.

**3) Standard Exclusions:**

Unless specifically included, this agreement does not include, and Company will not provide services, labor or materials for any of the following work: (a) removal or disposal of any material containing asbestos or any hazardous materials as defined by the EPA; neither we nor our installers are responsible for the handling, removal or abatement of asbestos contained floor material or adhesive. Further, our policy is to request an Asbestos Hazard Emergency Response Act (AHERA) report prior to proceeding with any floor material or floor adhesive removal. We and our installers consider it the owners responsibility to produce this report prior to executing this contract. (b) moving Owner's property around the installation site. (c) repair or replacement of any Purchaser or Owner- supplied materials. (d) repair of concealed underground utilities not located on prints, supplied to Company by Owner during the bidding process, or physically staked out of by the Owner, and which are damaged during construction; or (e) repair of damage to existing surfaces that could occur when construction equipment and vehicles are being used in the normal course of construction.

**4) Insurance Requirements:**

Company is not required to provide any insurance coverage in excess of Company's standard insurance. A copy of the Company's standard insurance is available for your review prior to acceptance of the Company's proposal.

**5) Payment:**

Terms of payment are defined in the "Pricing" details section and are specific to this contract. For purposes of this agreement, "Completion" is defined as being the point at which the materials have been furnished. In any event where Completion cannot be effected due to delays or postponements caused by the Purchaser or Owner, final payment (less 5% retainage) is due within 30 days of the date when the Completion was scheduled, had the delay not occurred. All payments must be made to KYA Services, LLC 1800 E. McFadden Ave., Santa Ana, CA 92705. If the Purchaser or Owner fails or delays in making any scheduled milestone payments, the Company may suspend the fulfillment of its obligations hereunder until such payments are made, or Company may be relieved of its obligations hereunder if payment is more than 60 days past due. Company may use all remedies available to it under current laws, including but not limited to filing of liens against the property and using a collection agency or the courts to secure the collection of the outstanding debt.

**6) Lien Releases:**

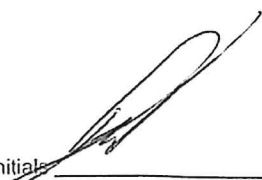
Upon request by Owner, Company will issue appropriate partial lien releases as corresponding payments are received from Purchaser, but prior to receiving final payment from Purchaser or Owner, Company will provide a full release of liens upon receipt of final payment. In accordance with state laws, Company reserves the right to place a lien on the property if final payment has not been received 10 days prior to the filing deadline for liens.

**7) Site Plan Approval, Permits, Permit Fees, Plans, Engineering Drawings and Surveying:**

Site plan approval, permits, permit fees, plans, engineering drawings and surveying are specifically excluded from this agreement and the Services unless specified under the "General Scope of Work". The Company does not in any way warrant or represent that a permit or site plan approval for construction will be obtained. Sealed engineered drawings that are required but not included in the "General Scope of Work" will result in additional cost to Purchaser.

**8) Manufacturing and Delivery:**

Manufacturing lead-time and delivery varies depending on the product purchased.

Initials 

*This is a legal agreement - please read carefully  
Complete and Initial all pages*

*Proposal Number P-0104438*



9) Returned Product, Deposits and/ or Cancelled Order:

From date of shipment from our facility, all returned product(s) and cancelled orders are subject to a 50% restocking fee. No returns are available following this date. All deposits are non-refundable.

10) Concealed Conditions:

"Concealed conditions" include, without limitation to, water, gas, sprinkler, electrical and sewage lines, post tension cables, and steel rebar. Observations that were able to be made either by visual inspection or by drawings and/or plans submitted by Owner at the time this agreement was approved. If additional Concealed Conditions are discovered once work has commenced which were not visible at the time this proposal was approved, Company will stop work and indicate these unforeseen Concealed Conditions to Purchaser or Owner so that Purchaser and Company can execute a change order for any additional work. In any event, any damage caused by or to unforeseen Concealed Conditions is the sole responsibility of the Purchaser and Company shall not be held liable for any such damage. Soil conditions are assumed to be soil that does not contain any water, hard rock (such as limestone, caliche, etc.), rocks bigger than 4inches in diameter or any other condition that will require additional labor, equipment and/or materials not specified by the purchaser or Owner in the bidding process.

Any condition requiring additional labor, equipment, and/or materials to complete the drilling or concrete operations will require a change order before Company will complete the process. Any variation will incur additional charges.

11) Changes in the Work:

During the course of this project, Purchaser may order changes in the work (both additions and deletions). The cost of these changes will be determined by the Company, and a change order must be completed and signed by both the Purchaser and the Company, which will detail the "General Scope of the Change Order". Should any change be essential to the completion of the project, and the Purchaser refuses to authorize such change order, then Company will be deemed to have performed its part of the project, and the project and Services will be terminated. Upon such termination, Company will submit a final billing to Purchaser for payment, less labor allowance for work not performed but including additional charges incurred due to the stoppage. No credit will be allowed for materials sold and supplied, which will remain the property of the Purchaser.

12) Warranty: Limitations of Liability:

Company warrants that all Company-supplied labor and Services will be performed in a good and workmanlike manner. Purchaser shall notify the Company in writing detailing any defects in Service for which a warranty claim is being made.

COMPANY SHALL NOT IN ANY EVENT BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR LIQUIDATED DAMAGES IN ANY ACTION ARISING FROM OR RELATED TO THIS AGREEMENT, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), INTENDED CONDUCT OR OTHERWISE, INCLUDING WITHOUT LIMITATION, DAMAGES RELATING TO LOSS OF PROFITS, INCOME OR GOODWILL, REGARDLESS OF WHETHER COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT WILL COMPANY'S LIABILITY FOR MONETARY DAMAGES UNDER THIS AGREEMENT EXCEED THE FEES PAID OR DUE AND PAYABLE FOR THE SERVICE UNDER THIS AGREEMENT (OR RELEVANT PURCHASE ORDER).

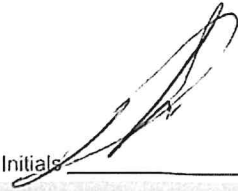
The warranties or the materials are contained in a separate document between Company and the ultimate Owner of the materials, which will be provided to Owner at the time of completion of work.

13) Indemnification:

To the fullest extent permitted by law. Purchaser shall indemnify, defend and hold harmless the Company and its consultants, agents and employees or any of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees, relating to furnishing of the materials or performance of the Services, provided that such claim, damage, loss or expense is attributable to bodily injury to, sickness, disease or death of a person, or injury to or destruction of tangible property, but only to the extent caused by the negligent acts or omissions of the Purchaser or its agents, employees, or subcontractors or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in Section 13.

14) Delegation: Subcontractors:

The Services and furnishing of materials may be performed by subcontractors under appropriate agreements with the Company

Initials 



15) Force Majeure: Impracticability:

The Company shall not be charged with any loss or damage for failure or delay in delivering or furnishing of materials when such failure or delay is due to any cause beyond the control of the Company, due to compliance with governmental regulations, or orders, or due to any acts of God, lockouts, slowdowns, wars or shortages in transportation, materials or labor.

16) Dispute Resolution:

Any controversy or claim arising out of or related to this agreement must be settled by binding arbitration administered in CA, 92705 by a single arbitrator selected by the parties or by the American Arbitration Association, and conducted in accordance with the construction industry arbitration rules. Judgement upon the award may be entered in any court having jurisdiction thereof.

17) Entire Agreement: No Reliance:

This agreement represents and contains the entire agreement between the parties. Prior discussion or verbal representations by the parties that are not contained in this agreement are not part of this agreement. Purchaser hereby acknowledges that it has not received or relied upon any statements or representations by Company or its agents which are not expressly stipulated herein, including without limitation any statements as to the materials, warranties or services provided hereunder.

18) No Third-Party Beneficiaries:

This agreement creates no third party rights or obligations between Company and any other person, including any Owner who is not also a Purchaser. It is understood and agreed that the parties do not intend that any third party should be a beneficiary of this agreement.

19) Governing Law:

This agreement will be constructed and enforced in accordance with the laws of the State of California.

20) Assignment:

Purchaser may not assign this agreement, by operation of law or otherwise, without the prior written consent of the Company. The agreements shall be binding upon and ensure to the benefit of the Company and the Purchaser, and their successors and permitted assigns.

Executed to be effective as of the date executed by the Company:

KYA Services, LLC

Accepted by:

Signature:

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

By: (Print) Dave Hardew

By: (Print) \_\_\_\_\_

Title: Maintenance & Operations Mgr.

Title: \_\_\_\_\_

Date: 5/28/25

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

Initials



# Order Form

770 The City Drive South  
 Orange, CA 92868  
 US

Quote Date: 6/5/2025  
 Quote Number: Q-05342  
 Expiration Date: 9/3/2025

Prepared by: Breana Lobo  
 Phone:  
 Email: [breanal@aeries.com](mailto:breanal@aeries.com)

Prepared for: Santa Rosa City  
 Schools  
 (707) 528-5181  
 Email: [abica@srcs.k12.ca.us](mailto:abica@srcs.k12.ca.us)

Terms: Net 30

Bill to: Santa Rosa City  
 Schools  
 Attn: Adrian Bica  
 Address: 211 Ridgway Avenue  
 Santa Rosa, CA 95401

## Aeries Renewal 2025/2026

Product Name	Qty	List Price	Start Date	End Date	Extended
Aeries Analytics	14,798	\$1.21	7/1/2025	6/30/2026	\$17,905.58
Aeries Database Maintenance, per additional year	5	\$250.00	7/1/2025	6/30/2026	\$1,250.00
Aeries EM2 App	14,798	\$0.00	7/1/2025	6/30/2026	\$0.00
Aeries Online Enrollment	14,798	\$1.21	7/1/2025	6/30/2026	\$17,905.58
Aeries Student Information System in the Cloud	14,798	\$7.28	7/1/2025	6/30/2026	\$107,729.44
<b>Aeries Renewal 2025/2026 TOTAL:</b>					<b>\$144,790.60</b>

## Aeries Renewal 2026/2027

Product Name	Qty	List Price	Start Date	End Date	Extended
Aeries Analytics	14,798	\$1.27	7/1/2026	6/30/2027	\$18,793.46
Aeries Database Maintenance, per additional year	6	\$250.00	7/1/2026	6/30/2027	\$1,500.00
Aeries EM2 App	14,798	\$0.05	7/1/2026	6/30/2027	\$739.90
Aeries Online Enrollment	14,798	\$1.27	7/1/2027	6/30/2027	\$18,793.46
Aeries Student Information System in the Cloud	14,798	\$7.64	7/1/2026	6/30/2027	\$113,056.72
<b>Aeries Renewal 2026/2027 TOTAL:</b>					<b>\$152,883.54</b>

Aeries Renewal 2027/2028

Product Name	Qty	List Price	Start Date	End Date	Extended
Aeries Analytics	14,798	\$1.33	7/1/2027	6/30/2028	\$19,681.34
Aeries Database Maintenance, per additional year	7	\$250.00	7/1/2027	6/30/2028	\$1,750.00
Aeries EM2 App	14,798	\$0.10	7/1/2027	6/30/2028	\$1,479.80
Aeries Online Enrollment	14,798	\$1.33	7/1/2027	6/30/2028	\$19,681.34
Aeries Student Information System in the Cloud	14,798	\$8.02	7/1/2027	6/30/2028	\$118,679.96
<b>Aeries Renewal 2027/2028 TOTAL:</b>					<b>\$161,272.44</b>

**SUBTOTAL**     \$458,946.58  
**DISCOUNT**     \$0.00  
**GRAND TOTAL**     \$458,946.58

One-time services will be invoiced immediately. Subscription services will be invoiced on the start date listed above. For quoting and pricing purposes, Aeries uses the most recent available data provided by public agencies such as NCES/Data Quest to determine enrollment numbers for public school districts. Given year-to-year fluctuations in enrollment numbers, Aeries reserves the right to rely on these public data sets and reserves the right not to change quoted enrollment numbers unless Customer can provide evidence that the variance is greater than 5%. Prices shown above do not include any state or local taxes that may apply. Any such taxes are the responsibility of the customer and will appear on the final invoice. Customer is responsible for deducting and remitting any withholding taxes as required by local tax regulations and should provide a copy of the WHT certificate to Aeries within 3 days of receipt.

**Terms and Conditions:**

This Order Form shall become legally binding upon signing and returning it to Aeries by the Customer. Orders are non-cancelable before the Contract End Date. This Order Form is exclusively governed by the terms and policies stated below.

Aeries Master Services Agreement (MSA) found at: <https://www.aeries.com/master-services-agreement/>

Aeries Terms of Services found at: <https://www.aeries.com/terms-of-service/>

Aeries Privacy Policy found at: <https://www.aeries.com/privacy-policy/>

By signing this Agreement, I certify that I am authorized to sign on behalf of the Customer and agree to the Terms and Conditions of this Order Form and any documents incorporated herein.

To place your order, please sign and return to [sales@aeries.com](mailto:sales@aeries.com).

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Notes:

# Master Services Agreement

## **Effective Date: April 1, 2025.**

This Master Services Agreement is between Aeries Software, LLC, a California limited liability company (“Aeries Software”), and District (as defined below), and is effective as of the effective date of the Order Form (as defined below). This Master Services Agreement supersedes all prior and contemporaneous agreements and understandings between the parties with respect to such matters, whether oral or written, subject to the order of precedence below.

The entire agreement between the parties consists of (1) this Master Services Agreement, (2) any applicable Service-Specific Terms, (3) the Order Form (as defined below), and (4) any separate written agreement signed by the parties (collectively, the “Agreement”). These documents, collectively, govern the Services provided by Aeries Software to the District. In the event of any conflict between these documents, the following order of precedence shall apply, but solely to the extent necessary to resolve the conflict: (1) any separate written agreement signed by the parties; (2) the Order Form; (3) any applicable Service-Specific Terms; and (4) this Master Services Agreement, except when expressly set forth to the contrary.

Any capitalized term used but not defined in this Master Services Agreement will have the meaning set forth in the Order Form.

### **1. Definitions**

In addition to the terms defined in the body of this Master Services Agreement and in the Order Form, the following terms have the following meanings:

**“Applicable Laws”** means all laws, statutes, rules and regulations that are applicable to the provision or use of District Data or the use of the Services.

**“District”** means the school, school district or organization that will be using the Subscription Services. If District is a school district, then the term “District” includes all schools that are members of the school district and served by the school district that will be using the Subscription Services.

**“District Data”** means all data, including all Personal Data of Users, that is provided to Aeries Software by, or on behalf of, District through District’s use of the Subscription Services.

**“Non-Aeries Software Applications”** means any software, subscription service or other application that interoperates or integrates with the Subscription Services, whether provided by District or a third party or if provided by Aeries Software while acting as a reseller. Non-Aeries Software Applications do not include any software or subscription service that Aeries Software provides as part of the Subscription Services.

**“Order Form”** means the order form or sales quote that is executed by the applicable parties and that references this Master Services Agreement.

**“Personal Data”** means any information about an identifiable individual or information that can be used to identify an individual and includes “personal data” as that term is defined under the General Data Protection Regulation (Regulation (EU)

2016/679) and any applicable United States federal or state laws.

**“Privacy Policy”** means the Aeries Software Privacy Policy found at <https://www.aeries.com/privacy-policy/>.

**“Professional Services”** means any consulting, implementation, content migration, custom development, onboarding, professional development, project management, support and training services offered by Aeries Software, as specified on the Order Form.

**“Service-Specific Terms”** means any additional terms and conditions applicable to the Subscription Services, if any. All of the Service-Specific Terms can be found at <https://www.aeries.com/terms-of-service/>.

**“Service(s)”** means the Subscription Services and the Professional Services, as applicable.

**“Subscription Services”** means any or all services offered by Aeries Software on a subscription basis, on a prepaid basis, or on a pay-per-use basis through a Aeries Software website or mobile application, as specified on the Order Form.

Subscription Services may include Aeries SIS, Aeries Online Enrollment, Aeries Analytics, Aeries Communications, Aeries Financials, Aeries EM2 or any other service offered by Aeries Software.

**“Subscription Term”** means the initial term of District’s subscription to the Subscription Services, as specified on the Order Form, including any pilot term, and each subsequent renewal term (if any).

**“Terms of Service”** means the Aeries Software Terms of Service found at <https://www.aeries.com/terms-of-service/>.

**“Users”** means District’s administrators, staff and teachers, District’s students and parents and/or guardians, and any other persons whom District allows to use the Subscription Services.

## **2. Services**

**2.1 Service Activation.** The Subscription Services will start at the beginning of the Subscription Term. Aeries Software may perform implementation or onboarding services to activate District’s subscription, and District will cooperate with Aeries Software in completing such services.

**2.2 Access.** During the Subscription Term, Aeries Software will provide District and its Users access to use the Subscription Services on a subscription basis as described in the Agreement, the Privacy Policy and the Terms of Service. Aeries Software may make reasonable changes to the Subscription Services from time to time.

**2.3 Support.** During the Subscription Term, Aeries Software will provide District with standard support during local business hours for the Subscription Services at no additional charge. Any after-hours, non-workday or holiday emergency support services requested by District that are not related to product defects (“Non-Standard Support”) will be billed to District at the contracted hourly rate for Professional Services outlined in the applicable Order Form. Examples of such Non-Standard Support may include, but are not limited to, requested customizations, urgent data access or corrections, after-hours

or weekend New Year Rollover services, and investigative and recovery support related to cybersecurity events.

**2.4 Availability.** District acknowledges that the Subscription Services are based on an Internet-based software platform and rely on certain third-party services (including Amazon Web Services) and, as such, may experience periods of downtime, including due to scheduled maintenance and third-party service outages. Aeries Software will use its reasonable efforts to keep the Subscription Services available 24 hours a day, 7 days a week, except as necessary for system maintenance or upgrades, which Aeries Software will use its reasonable efforts to conduct outside of normal school hours to minimize disruption.

**2.5 Safeguards.** During the Subscription Term, Aeries Software will maintain appropriate administrative, physical and technical safeguards, consistent with generally accepted educational technology practices, to protect the security, confidentiality and integrity of the Subscription Services, including reasonable data backups. In addition, Aeries Software will conduct annual training seminars for all its responsible agents to review student privacy laws and Aeries Software practices to enhance the security and confidentiality of pupil records and information. Aeries Software will not be liable for any liabilities arising from District's or its Users' use of the Subscription Services over the Internet or other networks outside Aeries Software's control.

**2.6 General Use.** District will ensure that all access and use of the Subscription Services by District and its Users is in compliance with the Agreement and the Terms of Service.

**2.7 Accuracy of District Data.** During the Subscription Term, District is fully responsible for the accuracy and completeness of District Data. District will be solely responsible for offering parents, legal guardians, or eligible students the ability to review personally identifiable information in a student's records and correct erroneous information. Aeries Software provides a portal for parents, legal guardians, and students that includes a process to update information that District may choose to utilize to accomplish this process. Aeries Software will not be liable for any damages resulting from incorrect or incomplete District Data.

**2.8 Compliance with Applicable Laws.** Each Party shall comply with all Applicable Laws, including data privacy laws applicable to it in its respective processing of Personal Data under this Agreement. District represents, warrants and covenants that (a) Consistent with COPPA, District agrees that it is providing consent on behalf of parents for users under 13 years of age and the Family Educational Rights and Privacy Act ("FERPA"), if applicable, and consistent with COPPA, Aeries Software relies on District's consent on behalf of parents in order to allow those under 13 years of age to use the Subscription Services, (b) District's disclosure of any information to Aeries Software, and Aeries Software's use of such information subject to the restrictions of the Agreement, does not and will not violate any Applicable Law, including COPPA and FERPA, (c) District is and will remain in compliance with all Applicable Laws pertaining to third-party copyright or trademark rights, including as to any text, graphics, photos or other material that District might upload or transmit through the Subscription Services, and (d) District has met all contractual, regulatory and legal requirements in providing, and

using, District Data, including obtaining necessary consent to send notifications to all Users, including texts and voice messages (if applicable). Aeries Software will not be liable for any additional charges that may be incurred for receiving notifications, such as phone call fees, text message fees or data fees. District further agrees As applicable, to the extent Aeries Software has access to “Education Records” and “Personally Identifiable Information” (as those terms are defined in FERPA) in connection with its provision of the Products that is not otherwise permitted under FERPA: (a) District agrees that Aeries Software has met the criteria for being a “School Official” with “Legitimate Educational Interests” (as those terms are used in FERPA) in such Education Records and Personally Identifiable Information; and (b) Aeries Software agrees that such Education Records and Personally Identifiable Information will be used only for authorized purposes under the Agreement, and it will not redisclose such Education Records or Personally Identifiable Information except with Authorization from District or where such redisclosure is otherwise permitted under FERPA. District also agrees to work with Aeries Software to ensure compliance with FERPA. Aeries Software has reviewed FERPA requirements and deemed that its software possesses the ability to meet all requirements through recommended data practices. Aeries Software offers training on its software to ensure District utilizes the software as recommended to ensure compliance with FERPA and other student privacy laws. Aeries Software is currently working with a third-party organization to audit its software and policies on FERPA.

**2.9 Other Service Restrictions.** District agrees that District and its Users will not: (a) make the Subscription Services available

to, or use the Subscription Services for the benefit of, anyone other than Users; (b) except as provided in the Order Form, sell, resell, license, sublicense, distribute, rent or lease the Subscription Services, include the Subscription Services in a service bureau or outsourcing offering, or make the Subscription Services available to any third party other than Users; (c) compromise, circumvent or interfere with the integrity, security or performance of the Subscription Services or any data contained therein, or otherwise attempt to gain unauthorized access to the Subscription Services or their related systems or networks; (d) introduce or attempt to introduce harmful software or data into the Subscription Services; (e) permit direct or indirect access to or use of the Subscription Services in a way that circumvents a contractual usage limit, or bypass or breach any security device or protection included in the Subscription Services; (f) copy the Subscription Services or any part, feature, function or user interface thereof; (g) use the Subscription Services to submit, collect, transmit, process or store any protected health information (as defined in the U.S. Health Information Portability and Accountability Act ("HIPAA")); (h) use the Subscription Services to distribute text messaging "spam," bulk unsolicited messages, or any other form of unsolicited electronic communications distributed on a bulk basis to recipients who have not consented to such messages; (i) violate a third party's rights or in violation of applicable law; (j) modify, reverse engineer or create derivative works from the Services, except as permitted by law; or (k) compete with Aeries Software or monitor the Subscription Services' availability, functionality or performance, or for any other competitive purposes.

**2.10 Non-Aeries Software Applications.** Aeries Software is not responsible for the operation or non-operation of any Non-Aeries Software Application and does not guarantee the continued availability of any Non-Aeries Software Application or the continued interoperation of any Non-Aeries Software Application with the Subscription Services. By linking any Non-Aeries Software Application with the Subscription Services, District authorizes Aeries Software to provide or receive District Data with such Non-Aeries Software Application provider, in each case solely as necessary for the interoperation of the Non-Aeries Software Application with the Subscription Services. Aeries Software is not responsible for any use, transmission or loss of any District Data caused by any actions or omissions of District or the Non-Aeries Software Application provider. District will comply with the terms of each Non-Aeries Software Application.

### **3. Changes to the Agreement**

Aeries Software may make changes to the Agreement, the Privacy Policy or the Terms of Service from time to time. If Aeries Software makes a material (as determined by Aeries Software) change to the Agreement, the Privacy Policy or the Terms of Service, Aeries Software will inform District by email or notification on the Aeries Software website. If the change has a material adverse impact on District and District does not agree to the change, District must notify Aeries Software in writing within thirty (30) days after receiving notice of the change. If District notifies Aeries Software as required, then District will remain governed by the terms District had agreed to until the end of the then-current Subscription Term. If the Subscription Services are subsequently renewed, they will be

renewed under the then-current online versions of the Agreement, Privacy Policy or Terms of Service, as applicable, unless otherwise agreed by the parties.

#### **4. Intellectual Property Rights**

##### **4.1 Ownership.**

**4.1.1 General.** As between the parties and except for the right to use the Subscription Services granted by the Agreement, (a) District retains all right, title and interest, including all related intellectual property rights, in and to District Data, including pupil records and information pursuant to Section 4.1.2, and (b) Aeries Software retains all right, title and interest, including all related intellectual property rights, in and to the Services, including the Subscription Services and any work product developed by Aeries Software while providing Professional Services under the Agreement. Aeries Software retains all rights not expressly granted to District in the Agreement.

**4.1.2 Pupil Records and Information.** Pupil Records (as defined in Cal. Educ. Code § 49073.1) that Aeries Software processes on behalf of District are the property of and under control of the District. Aeries Software provides the software solution by which District retains and updates pupil records and information. Aeries Software hosts this data, but Aeries Software will not have any ownership or collection of any pupil records or information, except for temporary instances whereby Aeries Software is providing technical support and resolution assistance when requested by District. District will solely be responsible for determining the procedures by which pupils may retain possession and control of their own student-

generated content. District may utilize the provided software solution to revise or delete data as necessary.

**4.2 License Grant.** Solely as necessary to fulfill Aeries Software's obligations and exercise Aeries Software's rights under the Agreement, District hereby grants to Aeries Software a revocable, non-exclusive, royalty-free, fully paid-up, worldwide and sublicensable license to use District Data. Subject to the restrictions described in the Privacy Policy, Aeries Software may de-identify and aggregate de-identified District Data and share District Data with third parties in order to maintain and operate the Subscription Services.

**4.3 Aggregated Data.** Aeries Software may aggregate and compile de-identified District Data with de-identified data from Aeries Software's other customers ("Aggregated Usage Data"). District agrees that Aeries Software may use the Aggregated Usage Data to analyze, improve, develop, support and operate the Subscription Services, and to prepare and distribute general benchmarking and industry reports derived from Aggregated Usage Data as part of the Subscription Services and publish on Aeries Software's blogs and websites. For clarity, this Section does not give Aeries Software the right to use the Aggregated Usage Data to identify any User or District as the source of any Aggregated Usage Data or permit Aeries Software to sell or disclose the raw data included in the Aggregated Usage Data to any third party. Aeries Software will (a) take reasonable measures to ensure that such data cannot be associated with a User and (b) not attempt to reidentify such data, except as permitted under Applicable Law. For avoidance of doubt, Aeries Software will not use any information in a pupil record for any

purpose other than those required or specifically permitted by the Agreement.

**4.4 Feedback.** If District provides Aeries Software with any suggestions, information, ideas or other feedback concerning the Services, Aeries Software may use such feedback in perpetuity without obligation to District.

## **5. Fees and Payment**

**5.1 Fees.** District will pay all fees specified in the applicable Order Form. Except as otherwise set forth in the Order Form, (a) fees are based on the Service(s) purchased and the metrics specified in the Order Form, (b) payment obligations are non-cancelable and fees paid are non-refundable, other than pursuant to Section 6.3 (Termination by District), (c) the purchased Service(s) cannot be decreased during the applicable Subscription Term, and (d) fees are stated and payable in U.S. Dollars.

**5.2 Fee Increases.** Aeries Software may increase the overall or per unit fees for the Subscription Services for each annual period of District's subscription, including multi-year agreements when paid annually. Such increase will be limited to seven and one-half percent (7.5%) per annum unless Aeries Software communicates a greater increase to District at least sixty (60) days prior to the end of the then-current annual period. In addition, if District pays Aeries Software a flat rate based on a maximum number of students set forth in an applicable Order and District subsequently exceeds that number of students, Aeries Software may convert District's payment structure to a per student rate and District will pay the

then-current per student rate beginning at the next annual period of District's subscription.

**5.3 Payment.** All amounts payable by District will be paid via electronic funds transfer (ACH, EFT or wire) or check no later than thirty (30) days from the date of invoice.

**5.4 Late Payments.** District will pay interest on all past due amounts at a rate which is the lesser of (i) one and one-half percent (1.5%) per month or (ii) the highest rate permitted by law. If any part of an invoice is in dispute, District agrees to pay the undisputed portion of the invoice and make a note on the invoice regarding the disputed portion within thirty (30) days from the date of invoice, and if District does not, District will be deemed to agree to such charges.

**5.5 Taxes.** District is responsible for the payment of any applicable taxes (other than taxes on Aeries Software's net income) arising from the payment of fees or the provision of any Services under the Agreement.

## **6. Term and Termination**

**6.1 Term.** The Agreement will initially remain in effect for the term set forth in the applicable Order Form. After any such initial term, the Agreement will automatically renew for additional terms of a term equal to the longer of (a) one (1) year or (b) the length of the initial term, unless a different renewal term is agreed upon by the parties or unless either party provides written notice of non-renewal at least sixty (60) days prior to the end of the then-current term.

**6.2 Termination by Aeries Software.** In its sole discretion, Aeries Software may (i) terminate the Agreement or (ii)

suspend Services or support to District if District has not paid in full any applicable fee for any Services or support, or if District or any User materially breaches the Agreement and District fails to remedy the breach within thirty (30) days of written notice of the breach.

### **6.3 Termination by District.**

**6.3.1 For Breach.** District may terminate the Agreement if Aeries Software materially breaches the Agreement or the Terms of Service and fails to remedy the breach within thirty (30) days of District's written notice of the breach. If District subsequently terminates for Aeries Software's material uncured breach, District will be entitled to a refund of its fees for Services paid prorated for the remaining portion of the then-current term.

**6.3.2 For Convenience.** District may terminate the Agreement at any time for convenience, provided that District will remain obligated to pay for any Services for the then-current term, including for any Services not yet provided.

**6.3.3 For Non-Appropriation of Funds.** District may terminate the Agreement in the event District does not receive necessary appropriation or allotment of funds by a governing entity (such as federal, state, local or educational budgeting entity) by providing Aeries Software with thirty (30) days' notice of such failure to receive funding.

**6.4 Return or Destruction.** Aeries Software certifies that Pupil Records (as defined in Cal. Educ. Code § 49073.1) will not be retained or available to Aeries Software upon completion of the terms of the Agreement, except for a case where a student chooses to maintain an account with Aeries Software for the

purpose of storing student-generated content, either by retaining possession and control of their own student-generated content or by transferring student-generated content to a personal account. District will be solely responsible for determining the options by which a student may transfer student-generated content to a personal account. District may utilize the provided software solution to revise, delete, or transfer data as required. Upon completion of the terms of the Agreement or earlier expiration or termination of the Agreement, Aeries Software will (i) offer District the ability to take a local copy of their student information system data and (ii) thereafter delete all District Data from Aeries Software's data centers, unless otherwise required by law or Aeries Software receives District's request in writing that Aeries Software retain certain District Data for a specific longer period of time. If District requests a longer period of time, Aeries Software and District will enter into a special agreement, and there will be a fee for this Service. This section does not apply to de-identified or Aggregate Data.

**6.5 Effect of Termination.** The definitions in the Agreement, and the rights, duties and obligations of the parties in the Agreement that by their nature continue and survive, shall survive any expiration or termination of the Agreement.

## **7. Disclaimer of Warranties**

DISTRICT ACKNOWLEDGES THAT THE SUBSCRIPTION SERVICES ARE BASED ON AN INTERNET-BASED SOFTWARE PLATFORM AND RELY ON CERTAIN THIRD-PARTY SERVICES (INCLUDING AMAZON WEB SERVICES) AND, AS SUCH, MAY EXPERIENCE PERIODS OF DOWNTIME, INCLUDING DUE TO SCHEDULED MAINTENANCE AND

THIRD-PARTY SERVICE OUTAGES. ACCORDINGLY, THE SUBSCRIPTION SERVICES ARE PROVIDED TO DISTRICT "AS IS," "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND AERIES SOFTWARE DISCLAIMS AND EXCLUDES, TO THE FULLEST EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING NON-INFRINGEMENT OF THIRD-PARTY RIGHTS, FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE AND SATISFACTORY QUALITY.

## **8. Limitation of Liability**

**8.1 Damages Disclaimer.** TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR EITHER PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER THE AGREEMENT FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, RELIANCE OR EXEMPLARY DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOSSES OR LIABILITY RESULTING FROM LOSS OF DATA) ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE SUBSCRIPTION SERVICES OR ANYTHING PROVIDED IN CONNECTION WITH THE AGREEMENT, THE DELAY OR INABILITY TO USE THE SUBSCRIPTION SERVICES OR ANYTHING OTHERWISE ARISING FROM THE AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**8.2 Liability Cap.** TO THE EXTENT PERMITTED BY APPLICABLE LAW AND EXCEPT FOR EITHER PARTY'S

GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, DISTRICT'S PAYMENT OBLIGATIONS OR EITHER PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT WILL EITHER PARTY'S MAXIMUM AGGREGATE LIABILITY ARISING FROM OR RELATING TO THE AGREEMENT, REGARDLESS OF THE CAUSE OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), BREACH OF WARRANTY OR OTHERWISE, EXCEED FEES PAID OR PAYABLE TO AERIES SOFTWARE BY DISTRICT IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE LIABILITY.

## **9. Indemnification**

**9.1 Indemnification by Aeries Software.** Aeries Software will, at its expense, defend or settle any claim brought against District by an unaffiliated third party that the Service infringes or misappropriates such third party's patent, copyright or trademark rights ("Third-Party Claim") and will indemnify District against and pay (i) any settlement of such Third-Party Claim consented to by Aeries Software or (ii) any damages finally awarded by a court of competent jurisdiction to such third party as relief or remedy in such Third-Party Claim. Aeries Software has no obligation to defend or indemnify to the extent the Third-Party Claim is attributable to (i) District Data or its Users' activities; (ii) any Non-Aeries Software Applications; (iii) any modification of the Services made by District or its Users without Aeries Software's specific written approval; (iv) failure to timely implement any updates, enhancements or other modifications to the Services made available to District by or on behalf of Aeries Software; or (v) use of the Services in violation of this Agreement. If the Services are, or, in Aeries Software's

sole discretion, are likely to become subject to a Third-Party Claim, Aeries Software may, at its own expense and discretion, choose to: (a) secure the right for District to continue using the affected portion of the Services; (b) replace or modify the infringing technology to provide similar functionality and avoid infringement; or (c) if neither option is feasible, terminate District's right to use the affected portion of the Service. If this happens, and District's request it in writing, Aeries Software will terminate any applicable Order Form and promptly refund any prepaid unused fees District has paid for the Services under such Order Form. EXCEPT AS OTHERWISE PROVIDED BY LAW, THIS STATES THE ENTIRE LIABILITY AND OBLIGATIONS OF AERIES SOFTWARE, AND DISTRICT'S EXCLUSIVE REMEDY, FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHT RELATED TO THE SERVICES.

**9.2 Indemnification by District.** District agrees to defend, indemnify and hold harmless Aeries Software and its subsidiaries, managers and other affiliated companies, and their respective employees, contractors, agents, officers, directors, successors and assigns, from and against any and all third-party claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees) arising from: (a) District's violation of any term of this Agreement; (b) District's violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (c) District's violation of any law, rule or regulation of the United States or any other country; or (d) District Data or any other data provided to Aeries Software by District or its Users.

**9.3 Indemnification Procedures.** The obligations of the parties in this Section 9 are conditioned upon the indemnified party (“Indemnitee”) (i) notifying the indemnifying party (“Indemnitor”) promptly in writing of any threatened or pending claim for which indemnification is being sought (a “Claim”), provided that failure to provide such notice will only relieve Indemnitor of its obligations under this Section 9 to the extent its ability to defend or settle an applicable Claim is materially prejudiced by such failure to provide notice; (ii) giving Indemnitor, at Indemnitor’s expense, reasonable assistance and information requested by Indemnitor in connection with the defense and/or settlement of the Claim; and (iii) tendering to Indemnitor sole control over the defense and settlement of the Claim. Indemnitee’s counsel will have the right to participate in the defense of the Claim, at Indemnitee’s own expense. Indemnitee will not, without the prior written consent of Indemnitor, make any admission or prejudicial statement, settle, compromise or consent to the entry of any judgment with respect to any pending or threatened Claim other than Aeries Software may agree to the obligation for District to cease using the Services.

## **10. Publicity**

District agrees that Aeries Software may include District’s name or brand features, including District’s name and logo, in a list of Aeries Software customers, either online or in promotional materials. District also agrees that Aeries Software may verbally reference District as an Aeries Software customer.

## **11. Notices**

Any notice, approval or other communication required or permitted under the Agreement will be sent in writing by any of the following means, and, in each case, such notice will be deemed given: (a) for notices sent by email or fax—upon successful transmission (with no bounce back), or (b) for notices sent by certified mail or overnight courier, return receipt requested—three (3) business days after the notice has been sent to the relevant addresses, as follows:

To Aeries Software:

Aeries Software, LLC

770 The City Drive South, Suite 6500

Orange, California 92868

Attn: Jonathan Cotton

Fax: (657) 202-3339

E-mail: legal@aeries.com

To District: As set out in the applicable Order Form

## **12. Confidentiality**

Each party acknowledges that (i) the technology provided by Aeries Software and its Services incorporate confidential and proprietary information developed or acquired by Aeries Software and its licensors, (ii) the District Data constitutes the confidential information of District, and (iii) each party may receive or have access to other proprietary or confidential information disclosed and marked as confidential by the disclosing party or that a reasonable person would otherwise understand to be confidential (collectively, the “Confidential Information”). The receiving party will use the disclosing party’s Confidential Information solely to perform its obligations and exercise its rights under the Agreement. The receiving party

will take all precautions necessary to safeguard the confidentiality of the disclosing party's Confidential Information. The receiving party will not disclose, in whole or in part, the disclosing party's Confidential Information to any person, except to persons authorized by the disclosing party to receive such information, as well as to (i) the receiving party's regulators, and (ii) the receiving party's affiliates and its and their officers, directors, employees, contractors and service providers, agents, and other representatives, if such disclosure is in furtherance of performance under the Agreement and if such persons are subject to restrictions no less protective of the disclosing party's Confidential Information as those contained in the Agreement. The parties acknowledge that any unauthorized use or disclosure of the disclosing party's Confidential Information may cause irreparable damage to the disclosing party. If an unauthorized use or disclosure occurs, the receiving party will promptly notify the disclosing party and take, at its expense, all steps necessary to recover the disclosing party's Confidential Information and prevent its subsequent unauthorized use or dissemination. If the receiving party fails to take these steps in a timely and adequate manner, the disclosing party may take them at the receiving party's expense, and the receiving party will provide the disclosing party with its reasonable cooperation. The receiving party will have no confidentiality obligation with respect to any portion of the disclosing party's Confidential Information that (i) the receiving party independently developed before receiving the Confidential Information from the disclosing party, (ii) the receiving party lawfully obtained from a third party under no obligation of confidentiality, (iii) is or becomes available to the public other than as a result of an act or omission of the receiving party or any of its employees or agents, or (iv) the

receiving party is compelled to disclose pursuant to legal process in a court of competent jurisdiction. In case of compelled disclosure, the receiving party will notify the disclosing party, to the extent legally permitted, at least thirty (30) days before disclosing any portion of the disclosing party's Confidential Information to any other person. Notwithstanding the foregoing, and specifically in the event of an unauthorized disclosure of a student's records, District will be solely responsible for reporting to an affected parent, legal guardian or eligible student. If Aeries Software discovers that the student's records were disclosed through its own faults or a flaw in its system, Aeries Software will notify District immediately and optionally notify the affected parties through a message in its software portal.

### **13. General Provisions**

**13.1 Governing Law and Venue.** If the laws governing District so require, the laws of the state or commonwealth governing District shall govern all matters arising out of the Agreement, without regard to conflict of law principles, and the federal and state courts located where District is located will have exclusive jurisdiction in respect of disputes arising in connection with the Agreement. In the absence of any such laws governing District, the laws of the State of California govern all matters arising out of the Agreement, without regard to conflict of law principles, and federal courts in the Central District of California and the state courts located in Orange County, California, will have non-exclusive jurisdiction in respect of disputes arising in connection with the Agreement. The parties exclude application of the U.N. Convention on Contracts for the

International Sale of Goods from the Agreement and any transaction between them related thereto.

**13.2 Severability.** If any provision of the Agreement is held invalid, that provision will be deemed amended to achieve as nearly as possible the same effect as the original provision and the remainder of the Agreement will continue in full force and effect.

**13.3 Independent Contractors.** The parties to the Agreement are independent contractors and the Agreement will not establish any relationship of partnership, joint venture, employment or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other party's behalf without the other party's prior written consent.

**13.4 Non-Exclusive Agreement.** The Agreement is nonexclusive, and each party will be free to enter into other similar agreements or arrangements with other third parties.

**13.5 Force Majeure.** Neither party has any liability for any failure of performance or equipment due to causes beyond its reasonable control, including: acts of God, fire, flood, earthquake, tsunami, storm, or other catastrophes; any law, order, regulation, direction, action, or request of any governmental entity or agency, or any civil or military authority; national emergencies, insurrections, riots, wars or acts of terrorism; unavailability of rights-of-way or materials; or strikes, lock-outs, work stoppages, or other labor difficulties; or failure of the Internet, third party software, or any telecommunications, hosting or service provider.

**13.6 Modification and Non-Waiver.** Except as provided in Section 3 (Changes to the Agreement), the Agreement may be modified only by a written agreement that is signed by authorized representatives of both parties and is identified as an amendment or part of the Agreement. Except as may be set forth in an Order Form, any terms and conditions set forth in a purchase order do not apply to the Agreement and are null and void. No term or provision of the Agreement will be considered waived by a party, and no breach excused, unless the waiver or consent is in writing signed by such party. No consent by a party to, or waiver of, a breach, whether express or implied, will constitute a consent to, waiver of, or excuse of any other, different or subsequent breach.

**13.7 Assignment; Change of Control.** The Agreement is not assignable by Aeries Software except to an affiliate or in connection with a merger, acquisition, sale of all or substantially all of its equity or assets or similar change of control transaction. Any purported assignment in violation of this section will be void. The Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

**13.8 Construction.** The word “including” will be construed as meaning “including without limitation.” The section headings appearing in the Agreement are inserted only as a matter of convenience and shall not be construed to define, limit, construe or describe the scope or extent of such paragraph or in any way affect such section.

**13.9 Counterparts and Electronic Signature.** The Order Form may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, and

all of which together will constitute one and the same instrument. The exchange of a fully executed Order Form (in counterparts or otherwise) by facsimile signature or by other electronic means, shall be sufficient to bind the parties to the terms and conditions of the Agreement.



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## TOOLS

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# Santa Rosa City Schools, CA - 0601329 - July 2025 Renewal

**Pricing Term Start Date:** July 01, 2025 | **Pricing Term End Date:** June 30, 2026 | **Quote**  
**Create Date:** April 19, 2025 | **Reference:** 20250419-232418835

**Santa Rosa City Schools, CA - 0601329**  
211 Ridgway Ave.  
Santa Rosa, CA 95401  
United States

**Lisa Cavin**  
lcavin@srcs.k12.ca.us

## Comments

Valerie Conti - Parentsquare, Inc.

## Products and Services

Item & Description	Billing Start	Term	Quantity	Unit Price	Total
	Date	(Months)			

**Engage Premium**

07/01/2025

12M

14767

\$5.72

\$84,467.24

After \$0.78

annually

discount

- Urgent Alerts
- Personalized Auto Notices
- Secure Documents
- Social Media & Website Share
- Attendance Notifications
- Posts & Newsletters
- Classroom Communications
- Direct Messaging
- StudentSquare
- Appointments
- Volunteering & Sign Ups
- Volunteer Hours
- Directory
- Forms & Permission Slips
- Calendar & Event RSVPs
- Health Screening
- Invoices & Payments
- Polls & Surveys
- Community Groups
- Fundraising
- Resource Hub
- SIS Integrations w/ SSO
- Analytics & Reporting
- Archiving
- Mobile App & Web Portal
- Language Translation

# Totals

**Signature**

Before you sign this quote, an email must be sent to you to verify your identity. Find your profile below to request a verification email.

**Lisa Cavin**

lcavin@srcs.k12.ca.us

Verify to sign

**Quote expires: June 30, 2025**

## Purchase Terms

District/School Agreement -- The Services are subject to the terms contained in this Order Form and School Agreement which are located at [www.parentsquare.com/agreement](http://www.parentsquare.com/agreement), and incorporated by reference into this Order Form ("ParentSquare School Agreement").

By executing this Order Form, the undersigned certifies that (i) the undersigned is a duly authorized agent of District/School, and (ii) the undersigned has read the ParentSquare School Agreement and will take all reasonable measures to enforce them within the District/School.

*NOTE: Pricing above does not reflect ParentSquare's right to increase pricing as set forth in the ParentSquare School Agreement. Pricing above also does not include applicable tax, which will be applied upon invoicing.*

Privacy Policy -- The ParentSquare Privacy Policy may be reviewed here - <https://www.parentsquare.com/privacy>

Terms of Use -- The ParentSquare Terms of Use may be reviewed here - <https://www.parentsquare.com/terms>

**Questions? Contact Me**



**Valerie Conti**

valerie.conti@parentsquare.com



Board Target Date: June 11, 2025

**Request for Board Approval of Contract**

**Vendor/Contractor/Consultant:** CTE Foundation of Sonoma County

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):** 01-6383 -1-3800-1000-5800-249-5140

**Funding Category:**    Base    Supplemental    Concentration  
 Restricted: \_\_\_\_\_    Other: GSPG Grant

**For Billing (if applicable):**  Bill to: Santa Rosa City Schools   Billing frequency: Annually

**Contract is:**    New    Renewal    Addendum/Amendment   **Contract Amount:** \_\_\_\_\_

**School Site/Department:** Educational Services   **Number of Individuals Served:** 180 Students at EAHS and PHS

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

\* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

**Departmental Approval\*\*:** [Signature]   **Date:** 6/2/25

\*\* Signature - DISTRICT OFFICE DEPT. SIGNATURE

**Contract Created by:** Debi Cardozo, Director, Educational Services   **Phone #:** 707-890-3800  
Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** July 1, 2024   **Proposed Contract End Date:** June 30, 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 CTE Foundation of Sonoma County, hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

The Director of College and Career Readiness will collaborate with the CTE Foundation of Sonoma County to co-design and support the services outlined in this contract and attend related meetings.

(b) CONTRACTOR’s Responsibilities and Duties:

Intermediary services grounded in the five key components of the Golden State Pathways Program grant: Integrated Program of Study, Work-based Learning, Integrated Student Supports, Regional Ecosystem, and Coherence & Sustainability.

- Provide dedicated coaching to school districts to refine and integrate their pathway programs of study, ensuring alignment with GSPP requirements and local industry needs.
- Facilitate and actively participate in the Pathway focused Community of Practice, fostering collaboration and sharing of best practices for integrated programs of study among regional partners.
- Conduct industry-specific recruitment, cultivation, and stewardship of employer partners in targeted and high-demand pathways across the district.
- Facilitate co-designed program development of work-based learning activities to enable scale and coherence and develop customized tools/resources to support student acquisition of industry-specific prerequisites.
- Customize training elements for ongoing workshops for employers and/or mentors specific to targeted pathways and develop/distribute an employer onboarding blueprint to support outreach and recruitment efforts.
- Collaborate with school districts to integrate and leverage internship and career readiness resources, specifically supporting the deployment and effectiveness of Student Success Advisors, when possible, who provide individualized student guidance.
- Support CTE Advisories by participating in meetings and aiding in the recruitment of key industry partners for targeted pathways.
- Facilitate industry-specific gatherings to address universal challenges or barriers (e.g., health sciences), fostering shared solutions and resources.
- Support the strategic marketing of accelerated pathways and CTE programs to students and the broader community, reframing the vision of readiness for future careers.
- Facilitate ongoing collaboration among educators and employers to support the development of a process that ensures pathways (including Work-Based Learning Experiences) are continuously updated to meet the needs of evolving regional labor markets, promoting long-term program relevance and sustainability.
- Leverage existing and new funding sources for private and public funding to enhance and extend sustainability beyond the GSPP grant period.

- Leverage connections and partnerships with regional, statewide and national efforts to bring continuous improvement practices and models to ensure high-quality, relevant pathway development and improved student and economic outcomes for the region.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2024, and will continue through June 30, 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:

The Contractor will submit an invoice for payment of services. Payment will be due within 30 days of receipt of invoice.

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?):

**Expanded Employer Engagement in Work-Based Learning:** By June 30, 2026, the CTE Foundation will facilitate the recruitment and onboarding of new employer partners in the health-care field for Santa Rosa City Schools, resulting in an increase in available work-based learning opportunities (e.g., internships, apprenticeships) for students in the health care industry.

**Improved Strategic Marketing of CTE Programs:** By June 30, 2026, CTE Foundation will support Santa Rosa City Schools in developing and implementing a strategic marketing plan for accelerated pathways and CTE programs, leading to at least a 5% increase in student enrollment in targeted CTE pathways compared to the 2024-2025 academic 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: Career Technical Education Foundation (Sonoma County)  
Street: 1030 Apollo Way, Suite 200  
City/State/Zip: Santa Rosa, CA 95407  
Phone: 707-708-7080  
Email: [admin@ctesonomacounty.org](mailto:admin@ctesonomacounty.org)

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 \_\_\_\_\_, 20\_\_.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

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

Signature: Kathy Goodacre

Lisa August

Print Name: Kathy Goodacre

Interim Superintendent

Title: CEO

ysantanaperalta@srcs.k12.ca.us

Email: kgoodacre@ctesonomacounty.org

707-890-3800 x80201

Phone: 707-708-7080

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