



Order Form

Instructure, Inc.
 6330 South 3000 East, Suite 700
 Salt Lake City, UT 84121
 United States

Order: Q-462572-1
Date: 2025-07-25
Order Valid Through: 2025-06-30

Order Form for Santa Rosa City School District

Bill to Information

Entity Name: Santa Rosa City School District
Address: 211 Ridgway Ave
City: Santa Rosa
State/Province: California
Zip/Postal Code: 95401
Country: United States

Billing Contact

Name:
Email:
Phone:

Ship to Information

Entity Name: Santa Rosa City School District
Address: 211 Ridgway Ave
City: Santa Rosa
State/Province: California
Zip/Postal Code: 95401
Country: United States

Shipping Contact

Name: Emanuele Bardelli
Email: ebardelli@srcs.k12.ca.us
Phone: 7078903800

Billing Information

Billing Frequency: Annual Upfront

Billing Frequency Term: Non-Recurring items will be invoiced upon signing. Recurring items will be invoiced 30 days prior to the annual start date.

Payment Terms: Net 30

Year 1								
Ref	Description	Start Date	End Date	Invoice	Metric	Qty	Price	Amount
S3	Implementation Fee - Transcript Services	2025-06-24	2026-06-23	Non-Recurring	Per Each	1	USD 2,310.00	USD 2,310.00

Year 1 Transaction Pricing:				
Reference	Description	Start Date	End Date	Price
T2	Transcript Services	2025-06-24	2026-06-23	USD \$5.00
T4	Transcript Services TPO	2025-06-24	2026-06-23	USD \$15.00

Year 2 Transaction Pricing:				
Reference	Description	Start Date	End Date	Price
T2	Transcript Services	2026-06-24	2027-06-23	USD \$5.25
T4	Transcript Services TPO	2026-06-24	2027-06-23	USD \$15.75

Year 3 Transaction Pricing:				
Reference	Description	Start Date	End Date	Price
T2	Transcript Services	2027-06-24	2028-06-23	USD \$5.51
T4	Transcript Services TPO	2027-06-24	2028-06-23	USD \$16.54

Billing Summary			
Segment	Recurring	Non-Recurring	Total
Year 1	USD 0.00	USD 2,310.00	USD 2,310.00
Total	USD 0.00	USD 2,310.00	USD 2,310.00

Reference	Products	Description
T2	Transcript Services	Learner Type: Current + Alumni Delivery Method: Parchment Print and Digital Financing Option: Transaction - Requestor Pay

Products	Description	Qty
Implementation Fee - Transcript Services	A dedicated implementation team will guide you through the setup of your purchased service/s. An implementation meeting will be held where final configuration will be reviewed and training held. The Go-Live date will be scheduled. Applicable documentation will be provided.	1.00

Quote Special Terms

Recurring items on this Order Form (other than any 3rd Party Products) shall automatically renew for succeeding terms of 12-month duration at an annual price increase of 5% unless either party gives the other party 60 days' written notice of its intent not to renew prior to the expiration of the then-current term.

The services provided under this Order Form shall begin on the first year Start Date set forth above and continue through the last year End Date set forth above, provided, however, that Instructure may provide certain implementation related services prior to the first year Start Date at its sole discretion.

Non-Recurring Expiration: Unless otherwise stated in an applicable Statement of Work or this Order Form, Non-Recurring Products and 3rd Party Products must be completed within 12 months beginning on the later of the last date of signature or the Initial Start Date specified in this Order Form.

Payment Processing Fee: Subject to limitations and prior written approval of Instructure, Customer can add a surcharge to each credential request as a method of cost recovery for some or all of Customer's fees, or an auxiliary revenue source. Due to the processing fees assessed by Instructure's credit card processing vendor, there will be a 20% processing fee on all credit card (including debit) charges in excess of the credential request fee. Instructure will remit to Customer any surcharges (less any processing fees on a monthly basis, no later than 45 days following the end of each calendar month).

Overages: The annual subscription fee is non-refundable, and any credential requests included within the subscription must be used within each annual period of the Term. If the cumulative number of credential requests during an annual period exceeds the subscription's credential request limit, Customer will be charged an overage fee for each additional credential request at the rates specified in the applicable Order Form ("Overage Fee"). Overage Fees will be invoiced by Instructure monthly in arrears for the remainder of the then-current subscription period.

Pricing: Unless otherwise expressly specified in the Order Form, after the first twelve (12) months of the Agreement, Instructure, in its sole discretion, may increase the fees payable for Services under this Agreement annually. Instructure will provide at least sixty (60) days advance notice of such fees increase, which will be effective as of the date in such notice.

Terms and Conditions

Governing Terms: This Order Form shall be governed by the Master Terms and Conditions which can be found here: <https://www.instructure.com/policies/mastertermsconditions>

Conflict Clause: In the event of any conflict between this Master Terms and Conditions and any addendum thereto and this Order Form, the provisions of this Order Form shall control.

Product Supplement Terms: Product Specific Supplements which can be found here: <https://www.instructure.com/policies/product-supplements>, govern the use of the applicable product and/or feature offerings listed in this Order Form and/or utilized by Customer, and are incorporated into the Master Terms and Conditions.

PURCHASE ORDER INFORMATION	TAX INFORMATION
Is a Purchase Order required for the purchase or payment of the products on this order form? Please Enter (Yes or No):	Check here if your company is exempt from US state sales tax:
If Yes, please enter PO Number:	<i>Please email all US state sales tax exemption certifications to ar@instructure.com</i>

Customer purchasing documentation, such as Purchase Orders, shall only be used as proof of acceptance of the Order Form referenced therein, and the associated Master Terms and Conditions. Any terms and conditions included in any such Customer purchasing documentation are hereby expressly disclaimed by Instructure, shall be void and of no effect, and shall in all cases be superseded by the applicable Master Terms and Conditions.

By executing this Order Form, each party agrees to be legally bound by this Order Form.

Santa Rosa City School District	
Signature:	_____
Name:	Emanuele Bardelli
Title:	_____
Date:	_____

Instructure, Inc. (USA/CAN)	
Signature:	_____
Name:	Dea1 CLM
Title:	_____
Date:	_____

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Instructure, Inc. (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the "I agree" button at the bottom of this document.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign "Withdraw Consent" form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Instructure, Inc.:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: ashley@instructure.com

To advise Instructure, Inc. of your new e-mail address

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at ashley@instructure.com and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

To request paper copies from Instructure, Inc.

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to ashley@instructure.com and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Instructure, Inc.

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to ashley@instructure.com and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

Operating Systems:	Windows2000 or WindowsXP
Browsers (for SENDERS):	Internet Explorer 6.0 or above
Browsers (for SIGNERS):	Internet Explorer 6.0, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> • Allow per session cookies • Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection

** These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

Acknowledging your access and consent to receive materials electronically

To confirm to us that you can access this information electronically, which will be similar to

other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the "I Agree" button below.

By checking the "I Agree" box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Instructure, Inc. as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Instructure, Inc. during the course of my relationship with you.



Newsela Inc.
 169 Madison Ave., #2770
 New York, NY 10016

Order Form

Billing Information:

Billing Frequency: Upfront in full
 Payment Terms: Net 30
 Billing Schedule: Upon license start date

Order Form No. Q-152384
Newsela Sales Rep: Katie Wilkie
Contact Email: katie.wilkie@newsela.com
Offer Date: June 11, 2025
Expiration Date: August 11, 2025

To:

Timothy Zalunardo
 Santa Rosa City Schools
 211 Ridgway Ave
 Santa Rosa, CA 95401-4386

Products

Sites	Product Code	Product Names
4	ATG145	Newsela ELA
1	ATG148	Newsela Science
3	ATG149	Newsela Social Studies
1	ATG151	SEL Collection for Elementary School
1	ATG153	SEL Collection for High School
2	ATG152	SEL Collection for Middle School

Contract Total \$19,620.92

Products Breakdown

Account	Product Code	Product Names	License Dates
CESAR CHAVEZ LANGUAGE ACADEMY	ATG145	Newsela ELA	08/12/25 - 08/11/26
CESAR CHAVEZ LANGUAGE ACADEMY	ATG148	Newsela Science	08/12/25 - 08/11/26
CESAR CHAVEZ LANGUAGE ACADEMY	ATG149	Newsela Social Studies	08/12/25 - 08/11/26
ELSIE ALLEN HIGH SCHOOL	ATG145	Newsela ELA	08/12/25 - 08/11/26
ELSIE ALLEN HIGH SCHOOL	ATG149	Newsela Social Studies	08/12/25 - 08/11/26
ELSIE ALLEN HIGH SCHOOL	ATG153	SEL Collection for High School	08/12/25 - 08/11/26
HILLIARD COMSTOCK MIDDLE SCHOOL	ATG145	Newsela ELA	08/12/25 - 08/11/26
HILLIARD COMSTOCK MIDDLE SCHOOL	ATG149	Newsela Social Studies	08/12/25 - 08/11/26
HILLIARD COMSTOCK MIDDLE SCHOOL	ATG152	SEL Collection for Middle School	08/12/25 - 08/11/26
LUTHER BURBANK ELEMENTARY	ATG145	Newsela ELA	08/12/25 - 08/11/26
LUTHER BURBANK ELEMENTARY	ATG151	SEL Collection for Elementary School	08/12/25 - 08/11/26
LUTHER BURBANK ELEMENTARY	ATG152	SEL Collection for Middle School	08/12/25 - 08/11/26

***See table above or Appendix for Product/Services details and License Dates.**

This Order Form, the Terms of Service [available here](#), and the terms of any Statement of Work provided for the order of any Custom Collection, if applicable, which are hereby incorporated by this reference, is entered into by and between Newsela, Inc., and its parents, subsidiaries and affiliates, having an office at 169 Madison Ave., #2770, New York, NY 10016 (together "Newsela") and the customer named above, having an office at the address set forth above ("Customer"). All capitalized terms used in this Order Form and not defined herein shall have the meanings ascribed to them in the Terms of Service linked above. This Order Form is subject to the Terms of Service linked above, Newsela's Privacy Policy and, where applicable, any additional Terms and Conditions, or other binding RFP or binding bid signed by and between the Parties (together the "Customer Agreement").

The Customer Agreement constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all written or oral understandings, proposals, bids, offers, purchase or delivery orders, negotiations, agreements or communications of every kind. Additionally, the Customer Agreement specifically supersedes the terms and conditions of any Purchase Order delivered to Newsela after this Customer Agreement is executed and any such terms and conditions shall not be applicable or considered a part of the terms and conditions that govern this engagement. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained therein are intended only for the Customer and should be kept confidential.

Term: The subscription for the above-identified Newsela Products will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this Order Form, the Customer agrees to the pricing per product and quantity breakdowns underlying this Order Form, which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise. Failure of the Customer to make use of the Products during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'). If this Customer Agreement is so renewed, Customer agrees the prices payable for such Renewal Term shall be the prevailing rates then offered by Newsela for the licensed products stated above.

Fees: The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. If a Purchase Order is required, Customer shall submit the Purchase Order to Newsela in accordance with the Billing Information set forth hereinabove by emailing it to billing@newsela.com and including "Customer Agreement No. Q-152384" in the subject line, otherwise a purchase order shall not be required for payment. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

1. Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount:

2. Billing Information

Provide the billing service representative to whom the invoice should be addressed.

Bill-To Name:

Bill-To Email:

By initialing here, I agree that the billing details stated above are current and accurate. _____

Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents along with the order form number (Q-152384) to salestax@newsela.com.

3. Is your organization exempt from sales tax?

Please enter **Yes** or **No**:

Authorized Signature:

Date of Signature:

Appendix

Pricing by School

Line #	Schools	Totals	License Dates
1	CESAR CHAVEZ LANGUAGE ACADEMY	\$5,110.06	08/12/25 - 08/11/26
2	ELSIE ALLEN HIGH SCHOOL	\$8,400.00	08/12/25 - 08/11/26
3	HILLIARD COMSTOCK MIDDLE SCHOOL	\$3,150.00	08/12/25 - 08/11/26
4	LUTHER BURBANK ELEMENTARY	\$2,960.86	08/12/25 - 08/11/26



Board Target Date: August 27, 2026

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Humanidad Therapy Services

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): 07-3010-0-3277-3110-5800-127-5127

07-0500-0-3277-3110-5800-127-5114

Funding Category: Base Supplemental Concentration

Restricted: _____ Other: _____

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

Contract is: New Renewal Addendum/Amendment Contract Amount: 143,000

School Site/Department: CCLA Number of Individuals Served: 850

Approved at Site by*: [Signature] Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: _____ Phone #: _____

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 2025 Proposed Contract End Date: June 2026

Requisition #: R26-0082

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

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 Humanidad Therapy and Education Services, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- *Hold regular meetings to coordinate emergency services, staff involvement in case assignments and community building with Humanidad therapists.
- *Provide counseling room space and access to students and staff.
- *Provide access to student analytics to assist in program evaluation as needed for reporting mandates.
- *Provide access to teachers at staff meetings for 10 minutes at least 5 times.
- *Site Principal/School Counselors will meet with HTES staff monthly to address concerns with the implementation of the program; address student needs, coordinate care when academics are of concern and offer referrals.

(b) CONTRACTOR's Responsibilities and Duties:

Therapy sessions will be delivered by available HTES MFT Associates and MFT trainee counselors in person on school site. Upon assessment of youth needs, in collaboration with the client, therapist will set up standard sessions for 25 min total for a total of 8 sessions. Upon youths needs and when crisis results, the counselor with their respective Clinical Supervisor will assess for the increased session time of up to 50 min and the possibility of continued services year-round. HTES MFT Trainees and MFT Associates counselors will communicate all changes to the treatment plan and follow all legal and ethical mandates to the School Counselor's for support of youth's mental health needs.

- *1:1 Counseling: HTES will have 3 bilingual and bicultural HTES counselors and 1 Licensed Marriage Family Therapist available to provide 1:1 therapy session from Monday through Friday. Each trainee will have 2 full days at the school and the MFT Associate and Licensed MFT will cover 1 full-day on site.
- *Groups: HTES will have co-facilitation of groups based on need. These topics include assisting adolescents in building communication skills and assisting with identity formation, connection, self-esteem and building coping skills. One bilingual Community Convivencia will be offered to the parents of the students to support parent education and resiliency.
- *Meetings: Clinical Director will meet with the Principal and School Counselor as needed to review progress and address any concerns with the implementation of the clinical program.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 2025, and will continue through June 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 \$143,000. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Cost for services:

Humanidad (HTES) will invoice District monthly for services provided during the previous month. For a 10 month period beginning in September for services that start in August. Invoices will indicate the staff who were available and the total amount due of \$14,300. District will pay invoices within thirty (30) Days.

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?):

1:1 Counseling and Groups. HTES will keep ongoing assessment and evaluation surveys offered to participants in pre- and post-inventories to CCLA students to evaluate the outcomes for those that participate in counseling.

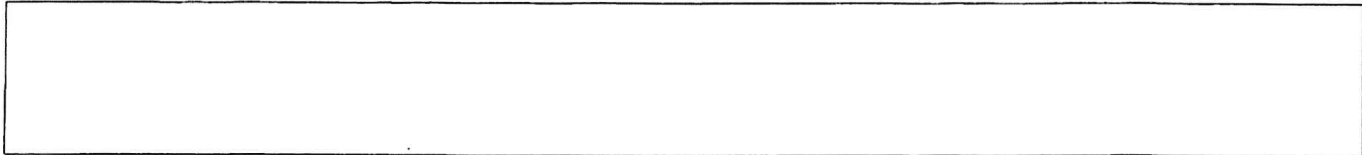
Groups: HTES will provide on-going post survey of the experience for participants throughout the year.

The student outcomes:

1. To reduce suspensions and sanctions and increase attendance
2. To increase self-regulation and their ability to express emotions
3. To increase self-esteem
4. To increase use of proactive skills

Measuring Tools: Data will be collected to measure each of these outcomes by self-report survey and questionnaires that will be given to participants in pre- and post-inventories.

Reports: Clinical data with number of therapy services will be provided in addition to the data gathered by the Quality-of-Life Survey. This will be gathered to provide two summative reports to the CCLA's school principal. The first will be submitted at the end of the fall term January 2025 and the second will be at the completion of the school year in June 2026.



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

CONTRACTOR:

Name: Humanidad Therapy and Education

Street: 1260 N. Dutton Avenue, Suite 230

City/State/Zip: Santa Rosa, Ca. 95401

Phone: 707-525-1515

Email: cperez@humanidadtherapy.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 19th DAY OF June, 2025.

DISTRICT

Signature: _____

Lisa August

Interim Superintendent

ysantanaperalta@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: 

Print Name: Claudia Cendejas

Title: Executive Director

Email: ccendejas@humanidadtherapy.org

Phone: 707-525-1515

SRCS Board Approved: _____



Board Target Date: 8/27/25

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Alek Cordeiro/Portuguese Futbol

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): 07-0500-0-1140-1000-5800-127-5114

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

For Billing (if applicable): Bill to: CCLA/SRCS Billing frequency: Monthly

Contract is: New Renewal Addendum/Amendment Contract Amount: 9,900.00

School Site/Department: CCLA Number of Individuals Served: 850

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

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

Contract Created by: _____ Phone #: _____
Name of SRCS employee AND dept. or school site

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

Requisition #: R26-00423

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 Alek Cordeiro/Portuguese Futbol, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

[Provide emotional and physical enhancement with the youth. By providing soccer the students will have a more positive mindset and lead to less behavioral issues both in school and out. On Mondays and Fridays from 11:15am to 1:15pm

(b) CONTRACTOR's Responsibilities and Duties:

[Portuguese Futbol Academy will come on Monday and Fridays for 120 minutes and provide athletic services.]

2. Term. CONTRACTOR shall commence providing services under this CONTRACT in August 2025, and will continue through June 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 \$9,900. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

[Will not exceed ~~\$10,000~~ for the school year, \$75 an hour.]
\$9,900.00

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

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

Less behavioral issues both in and out of the classroom due to using their emotions gained through sports to learn sportsmanship and being a leader.

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@srs.k12.ca.us

CONTRACTOR:

Name: Alek Cordeiro

Street: 79 William Street Unit O

City/State/Zip: Cotati Ca. 94931

Phone: 408-500-5708

Email: portugueseftbolacademy@gmail.com

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 19th DAY OF June, 2025.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Alek Cordeiro

Lisa August

Print Name: Alek Cordeiro

Interim Superintendent

Title: Owner

ysantanaperalta@srcs.k12.ca.us

Email: portugueseftbolacademy@gmail.com

707-890-3800 x80201

Phone: 408-500-5708

SRCS Board Approved: _____



Board Target Date: August 27, 2025

Request for Board Approval of Contract

Vendor/Contractor/Consultant: National Academy of Athletics

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): 07-0500-0-1140-1000-5800-127-5114

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

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

Contract is: New Renewal Addendum/Amendment Contract Amount: 19,456⁰⁰

School Site/Department: _____ Number of Individuals Served: 850

Approved at Site by*: [Signature] Date: 6/24/25
*Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: _____ Phone #: _____
Name of SRCS employee AND dept. or school site

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

Requisition #: 226-00422

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 National Academy of Athletics, hereinafter referred to as "CONTRACTOR".

I. Services.

(a) DISTRICT's Responsibilities and Duties:

[Add DISTRICT's Responsibilities and Duties]

(b) CONTRACTOR's Responsibilities and Duties:

[Add CONTRACTOR's Responsibilities and Duties]

Scope of Work: The National Academy of Athletics will provide Supervised Lunchtime Sport Activities and Intramural tournaments to the students of CCLA. Each child will be able to participate in sports, athletic or cooperative games and challenges.

Using the NAofA Talk - Teach - Play system, the goal is to help them fall in love with being active, learn to play together while developing hand-eye coordination, sport skills and confidence.

Provided: NAofA will provide fingerprinted, certified staff, curriculum and all necessary equipment to operate safe, engaging youth sports, playground games and other fun activities.

[Empty box]

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 19, 2025, and will continue through June 4 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 19456 Dollars (\$19,456). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

[Add Compensation terms and conditions]

The National Academy of Athletics will run a bi-weekly (Tuesday & Thursday) 2-hour supervised lunchtime activity program from 11:15am - 1:15pm. Students will be able to participate in structured sport games, activities and intramural tournaments upon finishing their lunch. Program activities will include sports and playground games such as soccer, basketball, flag football, volleyball, dodgeball, capture the flag and obstacle races. The program will be staffed by trained instructors at an hourly rate of \$64 per instructor per hour.

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

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

5. 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

CONTRACTOR:

Name: National Academy of Athletics

Street: 1260 N Dutton Ave Suite 205

City/State/Zip: Santa Rosa, CA 95401

Phone: (707) 791- 7593

Email: office@naofa.us

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 19th DAY OF June, 2025.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa August

Print Name: Taylor Spooner

Interim Superintendent

Title: Office Manager

ysantanaperalta@srcs.k12.ca.us

Email: office@naofa.us

707-890-3800 x80201

Phone: (707) 791-7593

SRCS Board Approved: _____



Board Target Date: AUGUST 27, 2025

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Colors of Spanish

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): 07-0500-0-1140-1000-5800-127-5114

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

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

Contract is: New Renewal Addendum/Amendment Contract Amount: \$134,722.00

School Site/Department: CCLA Number of Individuals Served: 200

Approved at Site by*: [Signature] Date: 6/24/25
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: _____ Phone #: _____
Name of SRCS employee AND dept. or school site

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

Requisition #: R26-00073

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 COLORS OF SPANISH hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

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

(b) CONTRACTOR's Responsibilities and Duties:

Colors of Spanish (COS) will provide weekly, 45 minute Music & Movement class in Spanish to all TK-1st grade classes (total 8).

Absences/Late Arrival – In the event the instructor is not able to attend class, they will advise classroom teachers and schedule a make-up class, based on the classroom teacher's availability.

In the event of a late-arrival of more than five minutes to the scheduled class, they will advise classroom teachers to cancel the class and schedule a make-up class, based on the classroom teacher's availability.

If a make-up class cannot be arranged, pursuant the classroom teacher's and COS availability, a credit will be provided in the following month's invoice.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 9.2, 2025, and will continue through 5.28, 2026, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed thirty four thousand, seven hundred and twenty two Dollars (\$34,722). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

COS will submit a monthly invoice to CCLA Office Manager. Payments will be made 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?):

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

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.

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(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@srs.k12.ca.us

CONTRACTOR:

Name: Colors of Spanish
Street: PO Box 751296
City/State/Zip: 94975
Phone: 707-782-1084
Email: info@colorsofspanish.com

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: Randy Tausch

Lisa August

Print Name: Randy Tausch

~~Associate~~ Superintendent

Title: Operations Director

INTERIM

ysantanaperalta@srcs.k12.ca.us

Email: randy@colorsofspanish.com

707-890-3800 x80201

Phone: 707-782-1084

SRCS Board Approved: _____



Renewals


Invoice #: 000248163

Invoice Due Date: 7/1/2025

Total Amount Due: \$5,250.00

Santa Rosa City Schools
Attn: Accounts Payable
211 Ridgway Ave
Santa Rosa, California 95401-4320

Line Description	Amount
Organizational Subscription FY 2025-26	\$5,250.00

R26-00448
OK to pay 
Date 6/23/25

Balance Due: \$5,250.00

California Association of School Business Officials
1001 K Street, 5th Floor • Sacramento, CA 95814
(916) 447-3783
membership@casbo.org
<https://www.casbo.org>



Dear Valued Member,

Thank you for your continued support of CASBO. As the premier resource for school business leaders for professional development, advocacy, and business best practices, CASBO's programs support school business professionals and the LEAs they serve at every level.

Your CASBO membership price *includes memberships** for your entire classified staff to take advantage of all the incredible benefits CASBO offers, including:

- **Education and Professional Development:**
 - Access to CASBO School Business University (SBU), our virtual learning platform featuring on-demand orientations and workshops for 15 disciplines plus 70+ courses from the American Management Association.
 - Exclusive Discounts on CASBO Annual Conference, CBO Symposium, Women in Leadership Conference and Section events.
- **Professional Networking & mentoring** with 20,000+ California school business professionals.
 - Access to Professional Roundtables, our monthly and bi-monthly forum connecting members to discuss hot topics and share insights and resources.
 - Access to Community Groups, our virtual discussion board offering peer-to-peer support and engagement 24/7.
- **Advocacy**
 - Exclusive live webinars offering members insights into legislation, impacts on school business and best practices for implementation.
 - Government relations opportunities to interact with state elected officials and shape the future of school business in California.

Attached is your renewal invoice due by June 30, 2025. To avoid a lapse in membership benefits, **RENEW NOW!**

To continue enjoying all of the benefits and resources, renew today by logging into your account at <https://my.casbo.org> and remitting payment using a credit card, ACH, Google Pay or Apple Pay by June 30, 2025.

You can also sign up for our **3-Year membership option**. Organizational Membership subscribers can save *up to \$800* when all 3 years are paid in full by July 31, 2025, OR sign up by July 31, 2025, to lock in pricing through 6/30/2028 and continue to pay your renewal annually.

Contact membership@casbo.org to switch over to a 3-year subscription.

If you have any questions, please do not hesitate to reach out, we are here to help. Thank you for your continued support!

A handwritten signature in cursive script that reads "Leticia Deunort".

For questions or assistance, please contact CASBO Membership at +1 (916) 447-3783 or membership@casbo.org

California Association of School Business Officials
1001 K Street, 5th Floor • Sacramento, CA 95814 | +1 (916) 447-3783 | [CASBO.org](https://casbo.org)

*Must be a California school district, charter school, county office of education, joint powers authority, community college district, or state college or university. Includes one membership for each business services staff valid 7/1/25-6/30/26. Visit [CASBO.org](https://casbo.org) for more information.

THE BACKDROP

1455 Corporate Center Parkway | Santa Rosa, CA 95407
707.835.6022 | events@thebackdropevent.com
www.thebackdropevent.com

Event Space Rental Agreement and Contract Deposit, Cancellation, Payment, Insurance

Refundable Security Deposit

Security Deposit due upon signing of contract and to hold your date(s). Deposit refund will be issued no more than 7-10 business days after your event date. *Your deposit is a separate payment from your event rental amount and is held for any incidental charges.*

Payment

Full and final payment is due 30 days prior to the event date.

Cancellations

- *Security Deposit:* 100% refund if canceled more than 60 days prior to the event. Cancellations less than 60 days will forfeit your security deposit.
- *Event Space(s):* Full payment is due 30 days before your event. Cancellations less than 30 days will NOT be refunded. Any and all cancellations must be communicated in writing.

We are not responsible for the weather or any conditions caused by the weather. Events will continue rain or shine so please plan your events accordingly.

Payments/Invoices

Payment can be made via credit, debit, check or cash.

- Credit or Debit Card payments may be made using a secure payment link and must be requested.
- Checks must be made payable to "The Backdrop". Checks may be delivered M-F 9am-5pm or mailed to ATTN: The Backdrop, 1455 Corporate Center Parkway, Santa Rosa, CA 95407.
- Cash must be delivered to The Backdrop at 1455 Corporate Center Parkway, Santa Rosa, CA 95407, 9am-5pm Monday-Friday.

Insurance

The Backdrop requires applicants to maintain liability insurance in full force and effect, during occupancy in and outside of the rented space, the following coverage: ***minimum limits of General Liability \$1,000,000 each occurrence, \$1,000,000 liquor liability (if alcohol is being consumed on premise), \$1,000,000 personal and advertising injury, \$2,000,000 aggregate, \$50,000 damage to premises, and \$5,000 medical payments. The Backdrop and Becoming Independent must be listed as an additional insured with primary wording and a waiver of subrogation.*** Verification of coverage shall be a ***Certificate of Insurance*** showing limits of insurance, indicating coverage for use on date(s) of event and shall include ***Becoming Independent DBA The Backdrop as additional insured.*** If alcohol is being served or consumed, policy

must include liquor liability and that needs to be specified on the policy certificate. You are welcome to use an insurance provider of your choice. We recommend www.rvnuccio.com as an event insurance provider as it is a quick, easy and competitively priced option. Below is a link to their event insurance: <https://www.rvnuccio.com/specialty-insurance-products/event-insurance/>

Alcohol Permit

If alcohol is being sold, the host must obtain an ABC permit and alcohol must be served by an entity with a liquor license.

Reservation and Fee Information

Hours of Operation

Monday - Sunday | 7:00am - 12:00am

All event space rentals are rented for a total of 8 hours/day. Please select an 8 hour window of time during our operating hours for your event. Additional hours can be purchased at a rate of \$250/hr. .

Base Room Rental Rates

- The Full Backdrop | \$5,000/event
- The Partial Backdrop | \$3,500/event
- The Fun-Sized Backdrop | \$2,500/event
- Commercial Kitchen | \$1,000/event
- Courtyard | \$500/event
- Sensory Garden & courtyard | \$1,500/event
- Conference Room | \$150/hr (2-hour minimum)

Additional Fees

Additional fees are dependent upon the type of rental and number of guests.

- Additional Time: Additional hours can be purchased at a rate of \$250/hr. and must be booked in advance.
- Alcohol Fee: You may serve alcohol at your event for an additional onsite alcohol fee of \$500.
- ***If you go over your booked time, we will deduct it from your security deposit in the amount of \$500.***

Prohibited Events

The following events/activities are prohibited

- Carnivals, circuses, fairs, festival, parades
- Powered Rides or Amusement attractions (including, but not limited to, climbing walls, slides, mechanical bulls, bungee jumps)
- Water events (including, but not limited to, activities involving swimming pools, lakes, rivers or other bodies of water)
- Trampolines, bounce houses, rebounding equipment, inflatable amusement or sports devices, moon walks, or inflatable wrestling or combatants suits) Animals (including, but not limited to, animals involved in rodeos, petting zoos, animal exhibitions)

- Athletic activities or contests, not including golf or bowling
- Fire dancers and/or any fire related activities

Catering/ Food Service Policy

Food and refreshments may be served; however, The Backdrop does not furnish dishes, cookware, or serving utensils.

Set Up

Set up is provided by The Backdrop (items rented from The Backdrop only) with the exception of the Sensory Garden and Courtyard. For the Sensory Garden and Courtyard, you must provide your own equipment, rentals, set up and clean up. For an additional fee, you may rent items from The Backdrop.

Decor

The Backdrop is your blank canvas and we welcome you to decorate and make your vision come to life. We ask that you **NOT**:

- Use tape of any kind on the walls, windows, floors, or The Backdrop provided furniture.
- Hang/suspend things from any exposed pipes, ductwork, cables, walls or garage doors.
- Drill, screw, or hammer any objects.

We are always happy to help come up with creative ways and suggestions to help make your vision come to life.

Clean Up

You are responsible for the cleanliness of the event space upon conclusion of the event. A clean up fee of up to \$1,000 may be assessed if the space is not returned to its original condition.

- Chairs and tables must be returned to original position or carts
- All add-on options must be returned to original position and powered off
- Remove decorations and all items not rented from The Backdrop - **NO TAPE ALLOWED ON WALLS, WINDOWS, OR DOORS**
- Wipe down any spills or debris from tables and chairs
- Clean up any spills on floor and sweep up any loose debris
- All waste must be placed in appropriate receptacles and taken to dumpster by the end of your event

Occupancy Levels

The occupancy level posted by the Fire Marshall (1,175 max occupancy) must be followed. Groups/ Organizations which involve minors are expected to have adequate adult supervision, which must be agreed to prior to confirmation of the use.

Facility Use Guidelines

- Alcohol can **not** be served after 10pm.
- Alcohol may **not** be consumed outside of the rented space.
- Alcohol may **not** be consumed in the parking lot.

- Music **cannot** be audible outside after 10pm.
- Clean up has to begin no later than 11pm.
- Wifi included for all guests.
- No open flames allowed.
- **The Backdrop will issue 1 verbal warning during your event if any violation occurs. Any additional warning will result in your event ending immediately, no exceptions.**

Rights of Users

You shall not obstruct, interfere or annoy other users of The Backdrop or Becoming Independent. The Backdrop reserves the right to refuse applications for the event rental that will disrupt the normal business activities of Becoming Independent. Users cannot sublease or assign its contracted space to another individual, group or organization. No selling, contract negotiations, money exchange or financial transactions will be allowed in any event space without written authorization. The Backdrop reserves the right to cancel an event at any time, with notice.

Use Agreement

By signing and returning this form the signer hereby agrees to the policies set forth. If violation to any of these conditions set forth in this agreement occurs, the signer may be subject to monetary penalties and will lose the privilege of renting this event space in the future.

Rental Overview

- **First & Last Name:** Monica Ashcraft
- **Organization Name:** Montgomery High School
- **Dates:** 5/2/2026
- **Event Type/Purpose:** School Prom
- **Room Rentals:** Full Backdrop (\$5,000), Courtyard & Garden (\$1,500) & Concessions Area (\$600)
- **Time (8-hour window):** 9am-12pm | 5:30pm-11:30pm
- **Add-ons:** Uplights (\$250) & Hours (\$500)
- **Full payment of \$7,850 due 30 days before your event**
- **NO ALCOHOL TO BE SERVED AT THIS EVENT!**
- **\$1,000 Security Deposit due to reserve space**
(Security deposit is a separate payment from your event total. It reserves your date and is held for any incidentals that may come up during your event, then refunded back to you after your event.)

Printed Name

Signature

Date

Contact Information (REQUIRED)

Renter Information

Billing Information same as Renter Information

First: Monica	First: Jessica
Last: Ashcraft	Last: Rogers
Org: Montgomery High School	Org: Montgomery High School
Nonprofit (please circle): YES NO If yes: Exemption Status:	Nonprofit (please circle): YES NO If yes: Exemption Status:
Address: 1250 Hahman Dr Santa Rosa, CA 95405	Address: 1250 Hahman Dr Santa Rosa, CA 95405
Email: mashcraft@srcs.k12.ca.us	Email: jrodgers@srcs.k12.ca.us
Phone: 707-890-3830 ext 50256	Phone: 707-890-3830 ext 50176

Will send cell phone information separately.

DOMINICAN UNIVERSITY of CALIFORNIA

Department of Education

Student Teaching Memorandum of Understanding July 1, 2025 – June 30, 2027

I. General

In consideration of the mutual promises herein, Santa Rosa City Schools ("District"), located in Santa Rosa, California, and Dominican University of California ("University"), located in San Rafael, California, agree to partner in Dominican University of California's Teacher Training Curricula.

Whereas, University desires to place students enrolled in teacher training curricula (collectively, "Students"), in appropriate locations whereby Students may gain practical teaching, an experience as an important element of Students' education and training by the University School of Education; and

Whereas, pursuant to the provisions of Section 1095 of the Education code, the governing board of any district is authorized to enter into agreements with any university or college accredited by the State Board of Education as a teacher education institution, to provide teaching experience through student teaching to students enrolled in teacher training curricula of such institutions.

II. Purpose

The purpose of this Agreement is to establish a formal working relationship between the parties to this Agreement and to set forth the operative conditions, which will govern this partnership. District and University will form a partnership to provide coordinating services as part of the Student Teaching Program, serving multiple subject, single subject, and education specialists, hereafter referred to as the "Student Teaching Program." The purpose of the Student Teaching Program is to support Student Teachers.

Student Teachers must meet all applicable prerequisites required by the California Commission on Teacher Credentialing ("CTC") before participating in the Student Teacher Program.

III. Responsibilities

As a condition of our partnership, Santa Rosa City Schools and Dominican University of California agree to adhere to the following general responsibilities:

A. The District agrees to:

Provide the University with the following information related to the Student Teaching Program:

- 1) **Learning Environment:** The District has a responsibility to maintain a positive, respectful, and sufficiently resourced learning environment so that sound educational experiences can occur.
- 2) **District Liaison:** The District shall identify a liaison(s) from among its teaching staff who will communicate and cooperate with the University to ensure student teacher access to appropriate resources for the Student Teaching experience.

3) **Clinical Placement Requirements**

A. Mentor and Support Teachers: Mentor and Support Teachers shall hold a Clear Credential in the content area for which they provide supervision and have a minimum of three years of K-12 teaching experience, demonstrating exemplary teaching practices. All Mentor and Support Teachers are required to complete Dominican's 10-hour initial orientation, which covers CalTPA, 21st Century Skills, roles and responsibilities, teaching and coaching methods, and instructional and inclusive strategies for all learners. The orientation also includes a review of the Support Team Site, which outlines program expectations and provides key information on the requirement for candidates to successfully pass a commission-approved literacy performance assessment.

B. TPE 7 Literacy Instruction: Mentor and Support teachers must model exemplary teaching practices related to the Teacher Performance Expectations (TPEs), specifically TPEs 7.6, 7.7, and 7.8, which focus on oral and written language development. They must also provide candidates with opportunities to practice these skills in appropriate clinical practice settings. This includes ensuring that candidates are placed in an appropriate setting and that clear information about expectations is communicated to both administrators and mentors at the school site to support candidates' growth in these areas.

C. Screening and Diagnostic Techniques: The District agrees to make efforts, to the extent practicable, to provide candidates during their clinical practice with opportunities to learn about, and where possible, observe, how schools and teachers are utilizing screening and diagnostic techniques to inform teaching, assessment, and early intervention practices. These opportunities will align with the credential requirements and the Teaching Performance Expectations (TPEs) and standards, ensuring candidates gain relevant experience in these areas.

D. Dyslexia Guidelines: The District agrees, to the extent practicable, to provide candidates in clinical practice settings with opportunities to observe and apply concepts and strategies outlined in the California Dyslexia Guidelines. These opportunities will include direct observation of relevant practices, as well as supervised engagement in implementing instructional strategies designed to support students with dyslexia.

- 4) On Campus Emergencies: The District will ensure that there are written policies and procedures for handling emergencies, which might involve Student Teachers and their Directing Teachers. The District will ensure that these policies and procedures will be disseminated to the student teachers.
- 5) Teaching Experience: The District shall provide teaching experience through student teaching in schools and classes of the District.

The District may, for good cause, refuse to accept any student of the University assigned to student teaching in the District. Upon request of the District, made for good cause, the University shall terminate the student teaching assignment in the District for any student of the University.

- 6) "Student teaching" as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the California Commission on Teacher Credentialing, other than emergency permits or provisional credentials, authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

District employees who provide supervision for field experiences are selected, oriented, supervised, evaluated, and rewarded in ways that optimize the development of each candidate. Candidates are supervised in field placements by practitioners who have an appropriate credential, three or more years of teaching experience in California, knowledge of state-adopted student academic content standards and/or the common core standards, and expertise in the fields of elementary, secondary, or education specialist teaching, depending on the candidate's preliminary credential.

Local Education Agencies (LEAs) shall, to the extent possible, provide candidates with opportunities to collaborate with other education professionals while working with students at risk for or with dyslexia and other literacy-related disabilities. Candidates should also have opportunities to practice teaching foundational skills and other skills outlined in Domain 7 of the Teacher Performance Expectations (TPEs).

All Mentor and Support Team members are required to participate in an initial 10-hour orientation to Dominican University's programs and expectations. This orientation includes a review of the Support Team Site, which contains critical information regarding the expectations for candidates to take and successfully pass a commission-approved literacy performance assessment.

- 7) Student Teaching Assignment: An assignment of a student of the University to student teaching in schools or classes of the District shall be, at the discretion of the University,

for approximately fifteen (15) weeks. A student may be given more than one (1) assignment by the University to student teach in such schools or classes. The assignment of a student of the University to student teaching in the District shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper authorities of the District the document given her/him by the University affecting such assignment, but not earlier than the date of such assignment as shown on the document. Before assigning students to School districts, Dominican University will instruct such students on applicable state and federal law relating to unlawful discrimination and sexual harassment.

- 8) Permit Teachers: If the student teacher is also serving as a district employee on a district-sponsored permit (e.g., Provisional Internship Permit Short Term Staff Permit, Emergency) while enrolled at Dominican, the District agrees to provide the following support hours to the student and collaborate to track the hours of support and supervision provided to the permit teacher via Dominican's Permit Teacher Support Log:
 - a) A minimum of 144 hours of general support/mentoring and supervision is provided to each permit teacher per school year, including coaching, modeling, and demonstrating within the classroom; assistance with course planning; and problem-solving regarding students, curriculum, and development of effective teaching methodologies. A minimum of two hours of support/mentoring and supervision must be provided to a permit teacher every five instructional days.
 - b) An additional 45 hours of support/mentoring and supervision specific to meeting the needs of English learners shall be provided to a permit teacher who enters the program without a valid English learner authorization listed on a previously issued Multiple Subject, Single Subject, or Education Specialist Teaching Credential or a valid English Learner Authorization or Cross-cultural, Language and Academic Development (CLAD) Certificate. The support/mentoring and supervision should be distributed in a manner that sufficiently supports the permit teacher's development of knowledge and skills in the instruction of English learners.
- 9) Administrator: District site will have a fully qualified administrator.
- 10) For purposes of implementing the video requirement, the program places candidates only in student teaching or intern placements where the candidate is able to record his/her teaching with K-12 students. The program assures that each school or district where the candidate is placed has a recording policy in place.
- 11) Method of Evaluation: There is a clear method for oral and written evaluation per semester that will be conveyed to the Student Teacher. An open communication exchange between District and University is always welcomed. At the end of the

fieldwork experience, the Student Teacher evaluates the Directing Teachers and University Supervisor.

- 12) Safety, Laws and Regulations: The District agrees to comply with applicable state and federal workplace safety laws and regulations.
- 13) Family Educational Rights and Privacy Act (FERPA): To the extent the District generates or maintains educational records related to the participating Student, the District agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to the University and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, University hereby designates District as a University official with a legitimate educational interest in the educational records of the participating Student(s) to the extent that access to the University's records is required by District to carry out the Program.
- 14) Claim against Student Teacher: The District will provide written notification to the University promptly if a claim arises involving a Student Teacher. The District and University agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

B. The University's Department of Education agrees to:

- 1) Assign to the District only those Student Teachers who have satisfactorily completed the prerequisites of the University's curriculum.
- 2) Retain ultimate responsibility for the education and assessment of its Student Teachers. The University Supervisor for this Agreement shall be appointed and assigned by the University.
- 3) Advise Student Teachers that they are required to comply with District's rules, regulations and procedures.
- 4) Provide new university supervisors with an orientation at Dominican University.

C. Other Terms and Conditions

As between the Parties hereto, it is understood and agreed that:

- 1) Legal Compliance and Non-discrimination:
In connection with the performance of work under this contract, both parties agree that all Students receiving teacher training experience pursuant to this Agreement shall be selected and trained in an environment without discrimination on account of race, color, religion, national origin, ancestry,

disability, marital status, gender, gender identity, sexual orientation, age, veteran status or any other basis protected by law. These same principles apply in the event the Student is withdrawn from the teacher training experience.

2) Health Insurance Portability and Accountability Act:

Students participating in the Student Teaching Program pursuant to this Agreement are members of the District's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to client information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to the District and does not establish an employment relationship.

3) No District Relationship:

Nothing in this Agreement is intended to or shall be construed to constitute or establish a District, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary herein.

4) Severability:

The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, the remaining provisions shall remain in force. That provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.

5) Term and Termination:

This Agreement is effective upon execution by both parties to the Student Teaching Program and will continue through the published expiration date or until terminated. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, Students already scheduled to train at District will be permitted to complete any previously scheduled teacher training assignment at District.

6) Entire Agreement:

This Agreement supersedes all prior agreements, understandings, and communications between University and District, whether written or oral, express or implied, relating to the subject matter of this Agreement and is intended as a complete and final expression of the terms of the binding Agreement between University and District and shall not be changed or subject

to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.

7) Indemnification:

District agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, students and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from District's negligence, or in proportion to the District's comparative fault.

University agrees to indemnify, defend, and hold harmless District and its affiliates, directors, trustees, officers, agents, students and employees against all claims, demands, damages, costs, expenses of whatever nature, including court costs and reasonable attorney fees, arising out of or resulting from the University's negligence, or in proportion to the University's comparative fault. However, the University does not agree to indemnify for the actions of a student while following the direction(s) of the District.

8) Insurance:

District shall maintain in force at all times during the Terms of this Agreement the following insurance: (1) Professional Liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate; (2) Commercial General Liability ("CGL") insurance, including bodily injury, property damage, premises and contractual liability, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and (3) Sexual Misconduct/Abuse liability insurance of an amount of not less than \$1 million per occurrence. Coverage endorsed onto the CGL policy is acceptable. The Professional Liability and CGL insurance policies must: (1) name Dominican University of California and its affiliates, trustees, directors, officers, partners, principals, employees and agents (collectively the "Additional Insureds") as additional insureds pursuant to an endorsement that provides coverage for all claims or lawsuits arising out of or related to this Agreement. District must furnish to University before the effective date of this Agreement certificates of insurance for all insurance policies required under this section showing the Additional Insureds as additional insureds. District must also provide at least 30 days written notice to University before any cancellation or restrictive endorsement to any of the required coverages. If the above-mentioned policies of insurance are claims-made coverage, District agrees to purchase claims-made coverage for three (3) years following termination of the agreement.

University shall maintain in force at all times during the Terms of this Agreement the following insurance (1) Professional Liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate; (2) Commercial

general liability ("CGL") insurance, including bodily injury, property damage, premises and contractual liability, with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate; and (3) Sexual Misconduct/Abuse liability insurance of an amount of not less than \$1 million per occurrence. Coverage endorsed onto the CGL policy is acceptable. The Professional Liability and CGL insurance policies must: (1) name District and its affiliates, trustees, directors, officers, partners, principals, employees and agents (collectively the "Additional Insureds") as additional insureds pursuant to an endorsement that provides coverage for all claims or lawsuits arising out of or related to this Agreement. University must furnish to the District before the effective date of this Agreement certificates of insurance for all insurance policies required under this section showing the Additional Insureds as additional insureds. University must also provide at least 30 days written notice to the District before any cancellation or restrictive endorsement to any of the required coverages. If the above-mentioned policies of insurance are claims-made coverage, University agrees to purchase claims-made coverage for three (3) years following termination of the agreement.

9) Choice of Law:

This Agreement shall be interpreted in accordance with the laws of the State of California. Unless waived by both parties, venue for any action to enforce or interpret the provisions of this Agreement shall be in Marin County, California.

The authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

Signature, District Administrator Representative

Date

Name/Title, District Administrator Representative

Mojgan Behmand
Vice President for Academic Affairs/Dean of the Faculty
Dominican University of California

Date

R 26-00379

Curriculum Associates

Quote ID: 418373.1 Date: 5/1/2025 Quote Valid through: 12/31/2025

Prepared For:
Evelyn Anderson
Santa Rosa French-American CS
1350 Sonoma Ave,
Santa Rosa, CA 95405
eanderson@srcs.k12.ca.us
7078903930

Your Representative:
Peter Murphy
(323) 312-8887
pmurphy@cainc.com

Professional Learning

Product Name	Item #	Qty	Net Price	Total
Professional Learning Session (up to 6 hours) AY 25-26	38558.0	1	\$2,300.00	\$2,300.00
			Professional Learning Subtotal:	\$2,300.00

Total

List Total:	\$2,300.00
Savings:	\$0.00
Merchandise Total:	\$2,300.00
Voucher/Credit:	\$0.00
Estimated Tax:	\$0.00
Estimated Shipping:	\$0.00
Total:	\$2,300.00

Special Notes

F.O.B.: N. Billerica, MA 01862
Shipping: Shipping based on MDSE total
Terms: Net 30 days, pending credit approval
Fed. ID: #26-3954988

Please submit this quote with your purchase order

N1

Curriculum Associates

Information on Professional Learning Sessions and COVID-19

Protecting the health and safety of the educators we serve and their students, as well as the health and safety of our employees, is of paramount importance to Curriculum Associates. While it is our preference to deliver PL sessions in person, circumstances related to COVID-19 may require us to provide sessions virtually instead. Curriculum Associates' policy is to only provide PL sessions in person where one of our employees can reach the session site by car and where adequate safety measures are in place to protect the health of our session leaders and participants. Curriculum Associates reserves the right to switch any session from in-person to virtual if we cannot reach a session site by car, if adequate safety measures cannot be put in place, or if Curriculum Associates determines that it would otherwise put its employees at risk to provide an in-person session.

If your school or district will not permit visitors at the time of a scheduled session, Curriculum Associates would be happy to provide an equivalent live, virtual session via videoconference. Similarly, Curriculum Associates will comply with your school or district's health and safety requirements regarding on-site visitors if we are given adequate advance notice. Our PL Operations team will work with school or district personnel to hold sessions in a manner that protects the safety of educators and your school community as well as Curriculum Associates employees.

We are pleased to be able to serve you in these challenging times and look forward to providing productive learning sessions to your staff. Any questions regarding scheduling in-person or virtual training sessions should be directed to pdoperations@cainc.com.

Curriculum Associates

Placing an Order

Email: Orders@cainc.com
Fax: 1-800-366-1158
Mail:
ATTN: CUSTOMER SERVICE DEPT.
Curriculum Associates LLC
153 Rangeway Rd
North Billerica, MA 01862-2013

Please visit CurriculumAssociates.com for more information about placing orders or contact CA's customer service department (1-800-225-0248) and reference quote number for questions. Please attach quote to all signed purchase orders. If tax exempt, please submit a valid exemption certificate with PO and quote in order to avoid processing delays. Exemption certificates can also be submitted to exempt@cainc.com.

Shipping Policy

Unless otherwise noted, shipping costs are calculated as follows:

Order Amount	Freight Amount	Order Amount	Freight Amount
\$74.99 or less	Max charge of \$12.75	\$5,000.00 to \$99,999.99	9% of order
\$75.00 to \$999.99	12% of order	\$100,000 and more	7% of order
\$1,000 to \$4,999.99	10% of order		

Please contact your local CA representative or customer service (1-800-225-0248) for expedited shipping rates. The weight limit for an expedited order is 500lbs.

The enhanced shipping and handling services listed below are available upon request subject to the availability of our carrier partners. Please notify us of these delivery requests prior to submitting your PO so that we can include the service on your quote appropriately:

- White Glove Delivery Service \$500/shipment location

If our carrier partners are unable to deliver to the location instructed on the PO or you need to change the time or location of delivery, one or more of the following fees may be applicable:

- Delivery Address Change \$400/shipment location
- Freight Storage \$600 /shipment location
- Freight Carrier Redelivery \$100/pallet

Unless otherwise expressly indicated, the shipping terms for all deliveries is FOB CA's Shipping Point (whether to a CA or third party facility). Risk of loss and title is passed to purchaser upon transfer of the goods to carrier, standard shipping charges (listed above) are added to the invoice or included in the unit price unless otherwise specified.

Supply chain challenges outside of Curriculum Associates' control may impact inventory availability for print product. We recommend submission of purchase orders as soon as possible to help ensure timely delivery.

Payment Terms

Payment terms are as follows:

- With credit approval: Net 30 days
- Without credit approval: payment in full at time of order
- Accounts must be current before subsequent shipments are made

To ensure payment processing is timely and environmentally conscious, CA encourages ACH payments. If you would like to pay via ACH, please request remittance information by emailing AR@cainc.com.

Please send any payment notifications to payments@cainc.com. Credit card payments are only accepted for purchases under \$50,000.

Invoice Receipt Preference

CA is pleased to offer electronic invoice delivery. Electronic invoice delivery allows CA to deliver your invoice in a timely and environmentally friendly manner. To request electronic invoice delivery please contact the CA Accounts Receivable team at invoices@cainc.com or by fax (1-800-366-1158). Please reference your quote number, provide a valid email address where the invoice should be directed, and indicate you would like to opt into electronic invoice delivery.

Terms of Service

Customer's use of i-Ready® shall be subject to the i-Ready Terms and Conditions of Use, which can be found at i-ready.com/support. Customer's professional-learning sessions will expire two years following the date of your purchase order or the implementation year noted on your quote, whichever comes first and are subject to the Professional Learning Terms of Service, which can be found at i-ready.com/support.

Return Policy

For any non-print products - your subscription may be terminated and you may request a pro-rata refund for unused services within 90 days of license start date. For Professional Learning services, you may request a refund for unused services within 90 days of purchase date. After 90 days, your non-print products and Professional Learning purchase shall be final and no refunds are available. Except for materials sold on a non-refundable basis, purchaser may return, at purchaser risk and expense, purchased print materials with pre-approval from CA's Customer Service department within 12 months of purchase. Please examine your order upon receipt. Before returning material, call CA's Customer Service department (1-800-225-0248 option 2) for return authorization and documentation. When returning material, please include your return authorization number and the return form that will be provided to you by CA's Return department. We do not accept returns on unused i-Ready or Toolbox licenses®, materials that have been used and/or are not in "saleable condition," and individual components of kits or sets including but not limited to BRIGANCE® Kits, Ready® student and teacher sets, Ready Classroom® student and teacher sets, and Magnetic Reading classroom kits.



CalStateTEACH

*California State University
Teacher Preparation Program*

**California State University's CalStateTEACH Program
Memorandum of Understanding and Agreement to
Provide Student Teacher Placements to University Students**

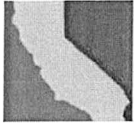
This agreement is between the Santa Rosa City Schools ("District") and the California State University's CalStateTEACH Program ("University"), who may be referred to collectively as the parties. This Agreement describes and confirms the expectations and responsibilities of the Parties regarding the Student Teaching Program through which University students enrolled in a credentialing program ("Student Teachers") will gain experience in the public school setting.

TERM OF THE AGREEMENT

This Agreement shall remain in effect for a term of 3 years beginning January 1, 2025 and ending December 31, 2027, unless terminated sooner. Either party may terminate this Agreement on 30 days' written notice to the other party; provided, however, that credential candidates shall be allowed to conclude any ongoing assignments. Performance under this Agreement shall be reviewed annually, and the parties may agree to annual extensions after expiration of the initial term.

DISTRICT AND SCHOOL ADMINISTRATOR RESPONSIBILITIES

1. The District will provide the Student Teachers with supervised clinical experience. The District's Designated Supervisor(s) will hold an appropriate degree, credential, or license in the specified field, if any is required for that field, and at least five years' experience in that field. The Supervisor will provide the Student Teacher with at least two hours of face-to-face supervision per week for the duration of the student teacher placement. Supervision may be shared among more than one qualified District staff member.
2. The District will designate a member of its staff to participate with the University's designee in planning, implementing, and coordinating the Student Teaching Program.
3. The District will maintain complete records and reports on each Student Teacher's performance and provide an evaluation to the University on forms the University shall provide.
4. The District may, in its sole discretion, refuse to accept as a participant in the Student Teaching Program any University student assigned to participate, and, upon request of the District, University shall withdraw the assignment of any University student participant.
5. After the District accepts the assignment of a Student Teacher, the District may terminate the student teaching placement for "good cause." "Good cause" may include, but is not limited to failure to perform satisfactorily, refusal to follow District administrative policies, procedures, rules and regulations, or violation of any federal or state law. The District will immediately notify the University in writing if it terminates an assignment. The District reserves the right to ban anyone from District facilities when the District finds, in its sole discretion, that the presence of the person poses a threat or disrupts operations. University is responsible for informing its student participants of the provisions of this Section. District will immediately notify University, if District knows or suspects any professional or ethical or legal violations. University will cooperate with District in any investigation concerning the reported violation.
6. District shall, on any day when a Student Teacher is receiving training at its facilities,



arrange for the Student Teacher to receive any necessary emergency health care or first aid for accidents occurring in its facilities. Except as provided in this paragraph, District shall have no obligation to furnish medical care, surgical care, or other health care to any Student Teacher.

7. The District is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". The District is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. The District to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable governmental directives are modified, changed or updated, the District will take the steps to comply with the modified, changed, or updated guidelines or directives. If at any time the District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify Dr. Nan Barker (Regional Director).

UNIVERSITY RESPONSIBILITIES

1. University will work collaboratively with the District's HR department, school site administration, and staff in the assignment of the Student Teacher.
2. University will confer regularly with District and site administration and district-employed mentor/liaison through meetings, telephone calls, and/or e-mail.
3. University will immediately notify appropriate District and site administration if University administration has knowledge of or suspects any professional or ethical violations by a Student Teacher in the school. University and District agree they will cooperate in any investigation concerning the reported violation.
4. University will guarantee that Student Teachers and university supervisors have appropriate tuberculosis and fingerprinting clearance, including subsequent arrest notification service.
5. University will instruct Student Teachers in state laws regarding child abuse reporting, sexual harassment, and professional conduct.
6. University supervisors will conduct systematic and regular observations of Student Teachers' performances in the District's classrooms.
7. University will be responsible for ensuring that Student Teachers have appropriate insurance coverage.

MENTOR TEACHER RESPONSIBILITIES

1. Hold an appropriate California credential (Multiple Subject)
2. Have completed three years of successful teaching experience.
3. Have the English Language Authorization, expertise, and experience working with English learners.
4. Model balanced and comprehensive reading/language arts instruction; effectively teach the state-adopted core curriculum; and model instruction based on the state-adopted academic content standards.
 - a. Phonics and structured reading development
 - b. Incorporation of California Dyslexia Guidelines
 - c. Incorporation of elements of California Comprehensive Plan



5. Participate in mentor teacher training.
6. Allow Field Experience Participants opportunities to work with classroom students.

STUDENT TEACHER RESPONSIBILITIES

1. Provide the District with the following documentation:
 - a. a copy of the letter from the University assigning the student to the District.
 - b. a background check fingerprint clearance report.
 - c. a negative tuberculosis test result, and
2. Comply with all applicable terms and provisions of this Agreement while serving as a Student Teacher.
3. Comply with the District's policies and procedures, and applicable state and federal laws and regulations while serving as a Student Teacher.
4. Provide services to District pupils only under the direct supervision of District staff.
5. Maintain the confidentiality of pupil information. No Student Teacher will have access to or have the right to receive any District pupil records, except to the extent necessary in the regular course of assisting in providing services to pupils as part of the student teacher program. The discussion, transmission, or narration in any form by Student Teachers of any individually identifiable pupil information, educational, medical, or otherwise, which is obtained in the course of the student teacher program is forbidden except as a necessary part of the practical student teacher experience. Otherwise, Student Teachers shall use de-identified information only (and not personally identifiable pupil information) in any discussions about the student teacher experience with University, its employees, agents or others.

STATUS OF DISTRICT AND UNIVERSITY STUDENTS

The parties expressly understand and agree that all University students serving as Student Teachers in District schools pursuant to this Agreement are doing so for educational purposes only, and Student Teachers are not considered employees of the District for any purpose, including, but not limited to, compensation for services, welfare and pension benefits, or workers' compensation insurance. It is the responsibility of the University to provide notice to its student participants of the provisions of this Section. The provisions of this Section shall survive the termination or expiration of this Agreement.

LIABILITY INSURANCE

The University shall take out and maintain a "claims-made" policy of general liability and professional liability insurance (including personal injury with limits not less than \$1 million per loss and damage to property of others up to \$5,000 per incident), with extended reporting period of three (3) years, covering Student Teachers, and naming District as an additional named insured under such insurance policy or policies. Further, University agrees to maintain professional and comprehensive general liability insurance, with no exclusion for molestation or abuse, at a minimum of Five Million Dollars (\$5,000,000) per occurrence and Twenty-Five Million Dollars (\$25,000,000) in aggregate throughout the course of this Agreement.

University shall provide certificates evidencing all coverage referred to in this Section within thirty (30) days of execution of this Agreement and thereafter, on an annual basis. If the coverage is on



a claims-made basis, University hereby agrees that not less than thirty (30) days prior to the effective date of termination of University's current insurance coverage or termination of this Agreement, University shall either purchase three (3) year tail coverage per claim or provide proof of continuous coverage in the above stated amounts for all claims arising out of incidents occurring prior to termination of University's current coverage or prior to termination of this Agreement, as applicable, and provide District a certificate of insurance evidencing such coverage.

The University is permissibly self-insured through the State of California for automobile liability.

The District shall be named as an additional insured or covered party on the liability coverages maintained by the University set forth above, and such coverages shall be primary to any coverages maintained by the District. Limits of liability for each type of liability coverage shall be at least \$1 million per claim per occurrence/ \$2 million aggregate.

NO WORKERS' COMPENSATION LIABILITY

The Parties agree that the District is not to assume, nor shall it assume by this Agreement any liability under the California Workers' Compensation Insurance and Safety Act for, by or on behalf of any Student Teacher or University employees while they are on the premises of the District or while performing any duty whatsoever under the terms of the Agreement or while going to or from any of the student teacher placement sites. University shall provide written notice to each Student Teacher regarding the lack of coverage of Workers' Compensation insurance by the District.

INDEMNIFICATION

University shall defend, indemnify and hold District and its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officials, agents, or employees.

District shall defend, indemnify and hold University, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of District, its officials, agents, or employees.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the District is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.



CalStateTEACH

*California State University
Teacher Preparation Program*

4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.
7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

Signed this _____ date of _____.

School District Designee

Brian Cotham, Director of Procurement and Support Services
California State University's CalStateTEACH



HVAC/Refrigeration/Boilers/Plumbing C-4, C-20, C-36, C-38 Lic#622065
724 Alfred Nobel Drive Hercules, California 94547
1925 Ingalls Street, San Francisco California 94124
1130 Industrial Avenue, Suite #11, Petaluma, California 94952
Office (510) 724-9088 Fax (510) 724-8240

August 12, 2025

Proposal

Submitted To:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, Ca. 94503

Location:

MCHS Boiler Room
6975 Montecito Blvd.
Santa Rosa, Ca.95409

Attention: Erik Oden

Email: eoden@srcs.k12.ca.us

Subject:

**We are pleased to submit our Repair Proposal Based on
initial findings of the underground Heating Hot Water
Leak found in boiler room**

Scope of Work:

1. Provide and Install Temporary barricade fencing around excavation site outside of Boiler room building A2.
2. On a Saturday Cal Core will remove the first square of concrete outside the door to allow excavation.
3. Cal Core will excavate soil and expose Underground piping. Soil and concrete to be removed and disposed of off site.
4. City Mechanical will drain down HHW piping and remove existing piping to allow cal core to remove concrete around the leaking fittings or joints.
5. Cal Core will remove concrete from inside boiler room to expose the leaking fitting/fittings.
6. During normal working hours City mechanical will replace the piping and fittings necessary for repair.
7. CMI will refill system and request boiler to be turned back on by facilities.
8. Once piping has had a few days to operate and is leak free, Temper insulation will re insulate the repaired piping.
9. Cal core will backfill and compact clean soil, install doweling in existing concrete and prep for concrete pourback.
10. Once concrete is cured and dry Cal Core will return to remove fencing and any remaining debris.
11. Any work requiring noise will be done off hours to minimize student impact/ interruption.
12. All other work will be done during normal working hours.M-F 6:30-3:30.

PRICING BREAKDOWN TO FOLLOW:

Customer Initials: _____



CITY MECHANICAL, Inc.

HVAC/Refrigeration/Boilers/Plumbing C-4, C-20, C-36, C-38 Lic#622065
 724 Alfred Nobel Drive Hercules, California 94547
 1925 Ingalls Street, San Francisco California 94124
 1130 Industrial Avenue, Suite #11, Petaluma, California 94952
 Office (510) 724-9088 Fax (510) 724-8240

City Mechanical Cost for Repair.....\$11,690.00

Cal Core Excavation Cost.....\$18,150.00

Temper Insulation Cost.....\$6,050.00

Total Price:.....\$35,890.00

PRICING IS NOT TO EXCEED THIS COST

Add Alternates:

1. Performance Bond @ 3% Cost is:.....**\$1,076.70** Y N

Owner shall pay Contractor the fixed sum of \$ **36,966.70** (Contract Price plus desired Add Alternates) for the work to be performed under this contract. Any alterations and/or deviations from this contract will be executed by written order only and will become an extra to the above Contract Price.

Exclusions Unless Stated Above: Overtime Labor; Change Orders; Permits and associated fees; Existing mechanical & plumbing conditions; Plumbing, fixtures/sprinklers; Electrical wiring and conduit; Low voltage & control wiring; All Fire/Life Safety wiring and conduit; Concrete coring, x-raying, imaging; Carpentry, cutting, patching, painting; Existing water and piping conditions; Water treatment; Existing flue conditions; Existing combustion air conditions; Existing electrical conditions; Structural review, consultation, drawings, calculations and upgrades; Architectural sheet-metal; Abatement services, testing, containment, air-clearances, demolition, removal, patching; Architecture, carpentry, cutting, patching, painting, flooring; Existing distribution conditions, cleaning, sanitizing; All ceiling tile and grid work; Fire smoke dampers, duct detectors; VFD programming, installation, existing conditions; Mechanical start-up; Air balance and TAB services; HERS and Duct Leakage Testing; MEP engineered drawings, Title 24 Reports, As-Built; BIM and 3D CAD; Low voltage conduit; Title 24 acceptance and documentation; Crane, rigging, street and parking permits; Any unforeseen items; Parts and materials and/or services not specifically listed in this proposal.

Customer Initials:



HVAC/Refrigeration/Boilers/Plumbing C-4, C-20, C-36, C-38 Lic#622065
 724 Alfred Nobel Drive Hercules, California 94547
 1925 Ingalls Street, San Francisco California 94124
 1130 Industrial Avenue, Suite #11, Petaluma, California 94952
 Office (510) 724-9088 Fax (510) 724-8240

Note About Extra Work and Change Orders: Extra Work and Change Orders become part of the contract once the order is prepared in writing and signed by the parties prior to the commencement of any work covered by the new change order. The order must describe the scope of the extra work or change, the cost to be added or subtracted from the contract, and the effect the order will have on the schedule of progress payments. The Contractor's failure to comply with the requirements of this paragraph does not preclude the recovery of compensation for work performed based upon legal or equitable remedies designed to prevent unjust enrichment.

Cost Escalation: The stated consideration to be paid under this contract is based on current material costs without margin for fluctuation in price of materials, including, but not limited to, increases in raw materials, parts, taxes, tariffs, duties, government charges, and/or trade regulations (the "Price Increase"). The current market for building materials is considered to be volatile, and changes in material prices could occur. The Contractor does agree to use its best efforts to obtain the lowest possible price from available building material suppliers. But should there be a Price Increase for materials purchased after execution of this contract for use in the construction of this Project, irrespective of any delays and in order to avoid inequities, the Owner agrees to pay the Price Increase amount in addition to the agreed material cost in the contract. Any claim by Contractor for payment of a Price Increase shall require written notice delivered by the Contractor to the Owner stating both the increased cost and the source supply, supported by invoices or bills of sale. Contractor is not obligated to supply any material subject to any Price Increase until Owner agrees to pay the Price Increase amount in addition to the original material cost in the contract.

Payment Terms: Our proposal is firm for your acceptance for thirty (30) days, with exception of cost escalation terms. Payment for invoices \$10,000.00 and above are net ten (10) days from date of invoice unless agreed in writing otherwise. Payments for invoices under \$10,000.00 are net thirty (30) days from date of invoice. All past due amounts are subject to a finance charge of 1-1/2% per month. If implementation for collection occurs, the prevailing party will be entitled to all legal fees, including attorney's fees. For projects with a duration greater than one (1) month, we reserve the right to progressive bill work completed by the end of each month. For large equipment orders an additional progress bill may be sent.

Warranty: All labor provided by City Mechanical, Inc. will have a warranty of thirty (30) days for service/repairs and one (1) year for new installations. All materials provided and installed by City Mechanical, Inc. will have a warranty for one (1) year.

Thank you for the opportunity to present this proposal.
 Best Regards,

Ron Harrigan
Plumbing/Piping Sales
City Mechanical, Inc.

Accepted: _____
P.O.: _____
Date: _____

Customer Initials: _____



Quote

Contact Name	Adrian Bica	Quote Number	00023822
Account Name	Santa Rosa City SD (CA, 95401)	Created Date	2/12/2025
Bill To	211 Ridgway Avenue Santa Rosa, CA 95401 United States	Prepared By	Christian Tedesco
		Email	christian.tedesco@classlink.com
		Phone	+1 619-376-1897
		Expiration Date	9/1/2025
		Subscription Term	9/1/2025 - 8/31/2026
		Grand Total	\$45,074.70

Please note that the ClassLink user count is the combined total of students and full-time teachers.

Product Code	Product	Sales Price	Quantity	Total Price
CL-USER-LP-4	ClassLink Annual License - per user (15,001-25,000 users)	\$2.85	15,342.00	\$43,724.70
CL-HOST-OR3	ClassLink Roster Server Annual Hosting (10,001-100,000 users)	\$1,350.00	1.00	\$1,350.00

Total Price \$45,074.70

Proposal supersedes all other proposals. Email purchase order to billing@classlink.com
Remittance Address: ClassLink Inc. P.O.Box 51100 Newark, NJ, 07101

Providing excellent products and services at great cost value to our customers continues to be a key goal at ClassLink. Due to increased costs and our intent to continue to provide quality services, pricing changes have become necessary. The quote above includes the price changes, which are effective 01/01/2025.



Board Target Date: _____

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Panaptic Inc

SCHOOL SITE/DEPARTMENT USE ONLY

Select one of the following: Independent Contractor/Business/Organization*

- * 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): 00 - 0000 - 0 - 0000 - 0000 - 0000 - 000 - 000 % 0

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

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

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

Contract is: Addendum/Amendment Contract Amount: 0.00

School Site/Department: Maria Carrillo High Number of Individuals Served: 50

Approved at Site by*: Kyla BradyLong Date: 08/11/2025
 * Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Kyla BradyLong Role: Site Administrator
 Site/Dept: Maria Carrillo High Phone #: 707-890-3820

Proposed Contract Start Date: 08/28/2025 Proposed Contract End Date: 06/05/2026

Requisition #: _____

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable

Board Approval Date: _____

Attach Signed Vendor Contract: 1 Vendor Contract

PANAPTIC AGREEMENT ADDENDUM

THIS AGREEMENT ADDENDUM, ("Addendum") is made as of August 11, 2025, by and between Santa Rosa City Schools, having an office at 110 Stony Point Road, Suite 210, Santa Rosa, CA 95401 ("Client"), and Panaptic, Inc., a California corporation, having an office at 930 Mendocino Avenue, Suite 202, Santa Rosa, California, 95401 ("Panaptic"). Client and Panaptic are also referred to in this Addendum collectively as "Parties."

RECITALS

A. On or about September 28th, 2023 the Parties entered into that certain Marijuana Prevention Program Agreement ("Agreement") for professional services to be provided to Client by Panaptic.

B. Pursuant to Paragraph 20 of the Agreement, the Agreement may be supplemented, amended, or modified by the Parties' mutual written agreement and signed by both Parties.

C. The Parties now wish to amend certain terms the Agreement, specifically, establishing a new effective date, and modifying Exhibit A of the Agreement, Scope of Work.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Client and Panaptic, intending legally to be bound, hereby agree as follows:

TERMS

1. The new Effective Date of the Agreement shall be August 11th, 2025.
2. Exhibit A – Scope of Work of the Agreement shall be replaced in its entirety. The new and applicable Scope of Work is attached hereto as Attachment A.

All other terms and conditions of the September 28th, 2023 Agreement shall remain in full force and effect.

This Addendum is entered into and shall be deemed effective as of the date last set forth opposite the signatures of Client and Panaptic below.

2 Panaptic Agreement Addendum

SANTA ROSA CITY SCHOOLS

By: _____
Lisa August, Interim Superintendent

Date

PANAPTIC, INC., A CALIFORNIA CORPORATION

By: *Richard Von Feldt*
Richard Von Feldt, CEO

8/11/2025
Date

EXHIBIT A – SCOPE OF SERVICES

- 1) *Training for the use of E-Learning.* Panaptic will provide initial planning session to Client. Panaptic will provide one (1) overview and a detailed session to Client’s project leader. This training will include overview of E-Learning implementation and an orientation for E-Learning courses and user engagement.
- 2) *Program Name, Fee and Schedule:*
 - a) COMPREHENSIVE IMPACT Program costs are a fee of \$89 per student, for the term of the contract, this fee includes E-Learning course access to IMPACT programs for cannabis, alcohol, and opioids/fentanyl for students, families, and educators for one academic year. Included in the program:
 - o Self-guided teacher training materials (PDFs, videos)
 - o Tailored school branding for IMPACT courses and school IMPACT landing page
 - o Online professional development webinar for educators
 - o Real-time tracking for student progress
 - o Tailored, summarized results and end-of-year reporting
 - o Advanced analytics, including pre- and post-program assessments and impact measurement
 - o On-demand virtual coaching and consultation for educators and administrators
 - o Dedicated account manager for ongoing support with priority email and phone support (24-hour response time).
 - b) Sonoma County Health and Human Services is responsible to pay the balance to Panaptic prior to the start of the program.
 - c) Any additional live workshops not outlined in Exhibit A will be charged separately.
- 3) *E-Learning Programs.* Client will receive access to three (3) distinctly created E-Learning courses for students, parents and educators. All courses include dynamic content that improves outcomes through video instruction, interactive content, and quizzes. Each course captures accurate assessment of each groups’ strengths and weakness through the use of pre- and post-test surveys.
- 4) *Licenses.*
 - a) A license must be given to each User in order to access our E-Learning courses which includes use by students, parents/guardians and educators. As determined in Panaptic needs assessment, Client will receive the following license:
 - (1) 50 Maria Carrillo High School student licenses
 - (2) 50 Maria Carrillo High School parent licenses
 - (3) 10 Maria Carrillo High School educator licenses
 - b) Duration of License. Each license will grant access to the E-learning courses from from September 1, 2025 through August 31st, 2026.
 - c) Maria Carrillo High School shall send Students, Parent and Educators redemption codes to access the course which will be provided by Panaptic. Panaptic will provide

4 Panaptic Agreement Addendum

each User instructions for how to access the course. Client will also be given a weblink to a branded landing page with access to all courses.

- d) Kyla Bradylong, Vice Principal, the designated Client official at Maria Carrillo High School, will be granted administrator access to E-Learning platform to review completion updates in real time.
 - e) In order to insure confidentiality of all E-Learning users, individual scores or assessment data will not be provided. Administrative access will be denied upon termination of the licensing Agreement.
- 5) *Course Research Summary*: Panaptic shall provide Client with research findings based on pre-and post-survey questions in order to enable Client to learn more about the attitudes, beliefs and behaviors of its students, parents and teachers. Client will also receive a yearly prevention summary that contains data to evaluate the prevention program's effectiveness and recommendations for future prevention programing. Any User's Confidential Information that could identify User will be changed or removed to protect User's privacy and ensure the integrity and strength of the surveys.
- 6) *Custom-Branded Landing Page*: Panaptic will provide Client with a custom-branded E-Learning landing page build based on design and formatted files provided by the Client with school logo, choice of two school colors, licensed images and website background color palette.



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

RENEWAL QUOTE

QUOTE # 1426494-1
DATE: JUNE 6, 2025

TO:
Kim Walls
Santa Rosa Accel Charter School
4650 BADGER RD
SANTA ROSA, CA 95409

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Susan Shank	A14-1228923	August 1, 2025 - August 1, 2026	July 6, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades 5-6) Subjects: Math and Science	75	\$21.00	\$1,575.00
Total Price			\$1,575.00

TOTALS	
Total Subscriptions List Price	\$1,575.00
Grand Total	\$1,575.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 1426494-1. For international accounts, we can accept wire transfers for an additional fee.

Katya Robinson

226-00507

Quote

#Q-252584

Quote must be attached to Purchase Order

June 9, 2025

Valid Until September 7, 2025

COMMENCEMENT DATE:9/7/2025

Everway

OK
NA

N2Y LLC

2401 Sawmill Pkwy Suite 10-11,

Huron, OH 44839,

United States

Bill To

Santa Rosa City Schools

Accounts Payable

211 Ridgeway Avenue,

Santa Rosa, California 95401

Ship To

Santa Rosa City Schools

Accounts Payable

5299 Hall Road,

Santa Rosa, California 95401

PO's or Payment Questions

nafinance@everway.com

Fed Tax ID: 26-2606260

Everway Contact:

Sales Operations

salesops@n2y.com

ATTN: NA

ATTN: Katya Robinson

Renewal

QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
10	ULS	Retail	Unique Learning System®	9/7/2025	9/6/2026	USD 830.99	USD 8,309.90
1	NWS	Retail	News2you™	9/7/2025	9/6/2026	USD 259.99	USD 259.99
1	SSX	Retail	SymbolStix PRIME® / SYMBOLSTIX®	9/7/2025	9/6/2026	USD 184.99	USD 184.99

Renewal Total Unit: USD 8,754.88

New

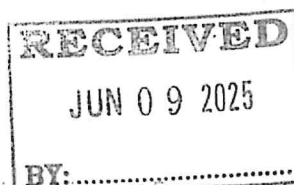
QTY	Item	Type	License Description	Sub Start Date	Sub End Date	Unit Price	Extended Price
3	ULS	Retail	Unique Learning System®	9/7/2025	9/6/2026	USD 830.99	USD 2,492.97
1	NWS	Retail	News2you™	9/7/2025	9/6/2026	USD 259.99	USD 259.99
4	SSX	Retail	SymbolStix PRIME® / SYMBOLSTIX®	9/7/2025	9/6/2026	USD 184.99	USD 739.96

New Total Unit: USD 3,492.92

VAT: USD 0.00

Total: USD 12,247.80

NOTE: Credits, discount, adjustments, notes



RESOURCES INCLUDED WITH SUBSCRIPTION :

- Please see here for appropriate support contact information and note that support varies by product:
 - Co:Writer, Equalio, OrbitNote, Read&Write, Snap&Read, uPAR support@texthelp.com and 1-888-248-2479 with coverage from 9AM - 5PM Eastern Standard Time
 - Classics, Inspire, L3skills, news2you, Polaris, Positivity, Unique Learning System support@n2y.com and 800-697-6575 with coverage from 8AM - 4:30PM Eastern Standard Time
Note that chat support is available 9AM - 7:15PM Eastern Standard Time
- Online Support Forum/Knowledgebase
- Training and Implementation resources including Feature & How to Videos, Getting Started Guides, Toolmatcher, Training Portal, Product Certification, Live & Recorded webinars, Just-In-Time Email Communications, Smart Start Sessions and In-App Walkthroughs
- Product Updates and Enhancements
- Additional Professional Development Offerings available for purchase

FINANCIAL NOTES:

- Credit card payments will only be accepted for purchases of \$5000 or less, a convenience fee will be applied to all credit card transactions
 - A copy of the Tax-Exempt ID Certificate must accompany order if applicable, otherwise sales tax may be charged. All quoted sales tax is estimated and subject to change on final invoicing.
 - Our prices are subject to periodic increases
 - Additional licenses, optional features, upgrades and enhanced functionalities may incur additional fee(s), and will be priced pursuant to [EVERWAY'S] then current price list and quoted by [EVERWAY'S] upon receipt of a written request from Customer.
-

PROFESSIONAL SERVICES AGREEMENT

By this agreement made and entered into on the June 20, 2024, between the Santa Rosa City Schools(hereinafter referred to as SRCS) located 110 Stony Point Road, Suite 210 Santa Rosa, California 95401 and 360-Degree Customer Inc (hereinafter referred to as Consultant) located at 473 Sapena Ct, Ste # 7 Santa Clara, CA 95054, in consideration of their mutual covenants, the parties hereto agree as follows:

A. DUTIES OF CONSULTANT The Consultant shall provide the following Professional services, studies and/or reports.

Provide direct therapy service; recommend equipment to carry out therapy program in consultation with director, principals, teacher/school staff and parents. Continuous service unless contractor gives 45 day notice or superintendent gives 45 day notice to terminate or amend.

B. CONTRACT PERIOD: The Consultant's work as specified in this agreement shall commence on **Date as specified in Addendum A**

C. COMPENSATION For the full performance of this agreement, the SRCS shall pay the Consultant as follows: Consultant's Fee:

- a. **For Consultant : Name of the Consultant and Rate as Specified in Addendum A**
- b. **Consultant(s) will work for 5 FTE days (up to 40 Hours per week) as per school year calendar**

Payment to be made as follows: Payments to be made every month within 30 days of receipt of invoice.

D. GENERAL TERMS AND CONDITIONS

1. **INDEMNIFICATION:**

- a.) Except with regard to professional negligence, as provided in paragraph (b) below, the Consultant shall indemnify, hold harmless and defend the (SRCS) and each of its, officers, officials, employees, volunteers and agents from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by SRCS , the Consultant or any other person and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expense), arising or alleged to have arisen directly or indirectly out of the active or passive negligence of the Consultant or any of its employees or agents in the performance of this contract. The Consultant's obligations under the preceding sentence shall apply regardless of whether the SRCS or any of its, officers, officials, employees, volunteers or agents are actively or passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence or by the willful misconduct of the SRCS .
- b.) Specifically regarding professional negligent errors or omissions, the Consultant shall indemnify, hold harmless, and defend the SRCS , its officers, officials, employees, volunteers or agents, from any and all loss, liability, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the SRCS , the Consultant or any other person, and from any and all claims, demands and actions

in law or equity (including reasonable attorney's fees and litigation expenses) incurred by SRCS , the Consultant, or any other person, to the proportionate extent that it arises out of or in connection with the professional negligent errors or omissions of the Consultant in the performance of this contract.

- c.) If the Consultant should subcontract all or any portion of the work to be performed under this agreement, the Consultant shall require each Sub-Consultant to indemnify, hold harmless and defend the SRCS, its officers, officials, employees and agents in accordance with the terms of the preceding paragraphs.
2. *NON-DISCRIMINATION* No discrimination shall be made in the employment of persons under this agreement because of the race, religion, sex, age, national origin, ancestry, political affiliations, disability, medical condition, marital status, or sexual orientation.
3. *CONFLICT OF INTEREST* Before executing this agreement, the Consultant shall disclose to the SRCS the identities of any board member, officer, or employee of the SRCS, or relatives thereof, who the Consultant knows of should know will have any financial interest resulting from this agreement.
4. *LICENSE AND AUTHORITY* The Consultant will maintain all necessary licenses during the term of this agreement. If other than a natural person, Consultant is duly authorized to enter into this agreement by its governing or controlling body. Evidence or copies of all necessary licenses must accompany this agreement.
5. *EQUIPMENT AND FACILITIES* SRCS and The Consultant will agree on all necessary equipment and facilities to render services pursuant to this agreement.
6. *ASSIGNMENT* Without the written consent of the SRCS, this agreement is not assignable by the Consultant.
7. *NON-SOLICITATION OF EMPLOYEES:* SRCS agrees to not solicit for hire employees of Contractor for a period of not less than 1 (One) Year following the first date of that employee's services to SRCS. After completion of 1 full billable year, SRCS may hire the said employee after paying a referral fee to contractor. This fee will be agreed between SRCS and the contractor. Two(2) years from the expiration of this agreement, SRCS may hire the employee without paying a referral fee.
8. *SUCCESSORS AND ASSIGNS.* This agreement shall be binding on the heirs, executors, administrators, successors, and assigns of the respective parties.
9. *TIME.* Time is the essence of this agreement.
10. *GOVERNING LAW.* The validity of this agreement and any of its terms or provisions as well as the rights and duties of the parties hereunder shall be governed by the laws of the state of California.
11. *WITHHOLDING.* The SRCS shall not withhold or set aside any money on behalf of the Consultant for Federal Income Tax, State Income Tax, Social Security Tax, Unemployment Insurance, Disability Insurance, or any other federal or state fund whatsoever.
12. *CHANGES OR ALTERATIONS.* No changes, alterations, or variations of any kind to this agreement are authorized without the written consent of the SRCS.
13. *HEADINGS.* All section headings contained herein are for clarification and convenience of reference only and are not intended to limit the scope of any provision of the agreement.

14. **TERMINATION.** *The SRCS may terminate this agreement and be relieved of the payment of any consideration to the Consultant should the Consultant fail to perform under this agreement. Either party may also terminate this agreement upon 45 days written notice to other party with or without cause. In the event of elective termination (without cause), SRCS agrees to pay Consultant for work completed to date of termination.*
15. **AMBIGUITY.** *The language herein shall be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.*
16. **COPYRIGHT.** *Any written or electronic media product produced as a result of this contract shall be a work for hire and shall be the property of the SRCS.*

E. VENDOR IS A CONSULTANT AND NOT AN EMPLOYEE

This agreement is not a contract of employment. At all times the Consultant shall be deemed to be an independent Consultant and is not authorized to bind the SRCS to any contracts or other obligations, or to state or imply that he or she is an employee or authorized representative of the SRCS, or to utilize the SRCS's letterhead or logo without the prior consent of the SRCS. Each of the following factors, in addition to other provisions of this Agreement, confirms the Consultant's status as an independent Consultant and not an employee. Except as otherwise set forth herein or agreed to by the parties in writing, the Consultant and SRCS agree to comply with each of the following factors as is necessary to maintain independent Consultant status, each of which shall form a part of this Agreement:

<i>INSTRUCTIONS</i>	<i>The SRCS shall provide job specifications and instructions.</i>
<i>TRAINING</i>	<i>The SRCS shall provide training for workers.</i>
<i>RIGHT TO HIRE OTHERS</i>	<i>The Consultant has the right to hire others to do the actual work with approval of SRCS.</i>
<i>WORK NOT ESSENTIAL TO SRCS</i>	<i>The SRCS's success or continuation does not depend on the services of the Consultant.</i>
<i>TIME TO PURSUE OTHER WORK</i>	<i>The Consultant may pursue other work during term of agreement.</i>
<i>JOB LOCATION</i>	<i>SRCS controls the job location.</i>
<i>BASIS OF PAYMENT</i>	<i>Payment shall be by the time expended.</i>
<i>WORK FOR MULTIPLE FIRMS</i>	<i>The Consultant may work for multiple firms simultaneously.</i>
<i>TOOLS & EQUIPMENT</i>	<i>Tools and equipment for the job shall be provided by SRCS.</i>
<i>SERVICES AVAILABLE TO PUBLIC</i>	<i>The Consultant's services are available to the general public.</i>
<i>RIGHT TO TERMINATE</i>	<i>The Consultant may not be terminated except as allowed for under the agreement.</i>
<i>PROGRESS REPORTS</i>	<i>The Consultant will require making progress report.</i>

UNDERSTANDING AND ACCEPTANCE OF THE PARTIES: This Agreement constitutes the entire understanding of the parties. The Contract Initiator's and Consultant's signatures below signify both an understanding and acceptance of the contract provisions.

G. *CONTRACT INITIATOR (SRCS Representative)*

Signature: _____

Date Signed: _____

Branch / Dept.: _____

Address (or Mail Code): _____

Phone / Fax:Ph: _____

E-Mail Address: _____

CONSULTANT

Signature: _____

Date Signed: _____

Title: Director

*Company Name & Address: 360 Degree Customer Inc
473 Sapena Ct, Ste # 7 Santa Clara, CA 95054*

Phone: 408-689-2780

E-Mail Address: gulneesh@360customer.com

ADDENDUM – A

Number of Paraprofessionals : up to 45 paras for current school year

Title: Paraprofessionals (Para)

Rate: \$45 per hour

Contract Term: 2025-26 school year ending Jun 30th 2026

Expected Start Date: TBD

Hours per Week: As required and confirmed in writing to 360



Request for Board Approval of Contract

Vendor/Contractor/Consultant: Aeries

SCHOOL SITE/DEPARTMENT USE ONLY

Select one of the following: Independent Contractor/Business/Organization*

- * 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 - 3010 - 0 - 0000 - 0000 - 0000 - 000 - 000 % 100

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

_____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

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

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

Contract is: New Contract Amount: 2,100.00

School Site/Department: Ed Services Number of Individuals Served: 5

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: Emanuele Bardelli Date: 07/13/2025

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Emanuele Bardelli Role: Department Administrator

Site/Dept: MIST/IT Phone #: 000-008-0520

Proposed Contract Start Date: 07/14/2025 Proposed Contract End Date: 10/31/2025

Requisition #: _____

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable

Board Approval Date: _____

Attach Signed Vendor Contract: 1 Vendor Contract



Aeries Software & Services Proposal

Proposal Prepared For: Santa Rosa City Schools		Proposal Prepared By: Desiree Guerrero	
Name:	Emanuele Bardelli	Phone:	(888) 487-7555
Address: City / State / Zip	110 Stony Point Road Suite 201, Santa Rosa, Ca 95401	Email:	desireeg@aeries.com
Email:	ebardelli@srcs.k12.ca.us	Proposal Ref #	Santa Rosa City Scholls 07142025
Phone:	(707) 890-3800	Proposal Date:	7/14/2025
		Expiration Date:	10/31/2025

Description of Products & Services Proposed

Additional Products and Services			
	Unit Price	Qty	Total Price
Aeries Consulting • Aeries Consulting - not to exceed 6 hours <i>This training would be offered virtually. Each training is limited to up to 25 attendees per session. Consulting is billed on a monthly basis only on hours used.</i>	\$350.00/hr	6 hours	\$2,100.00
	Subtotal:		\$2,100.00

Grand Total: \$2,100.00



Because learning changes everything.®

QUOTE PREPARED FOR:

Santa Rosa City Schools
110 STONY POINT RD STE 210
SANTA ROSA, CA 95401
ACCOUNT NUMBER: 246811

SUBSCRIPTION/DIGITAL CONTACT:

CONTACT:

SALES REP INFORMATION:

Carolyn Levitt
carolyn.levitt@mheducation.com
(415) 470-3627

Section Summary	Value of All Materials	Free Materials	Product Subtotal
Everyday Math ©2016 1-Year - Grade K	\$6,635.34	\$0.00	\$6,635.34
Everyday Math ©2016 1-Year - Grade 1	\$12,610.65	\$0.00	\$12,610.65
Everyday Math ©2016 1-Year - Grade 2	\$14,973.30	\$0.00	\$14,973.30
Everyday Math ©2016 1-Year - Grade 3	\$15,099.36	\$0.00	\$15,099.36
Everyday Math ©2016 1-Year - Grade 4	\$15,586.50	\$0.00	\$15,586.50
Everyday Math ©2016 1-Year - Grade 5	\$15,586.50	\$0.00	\$15,586.50
PRODUCT TOTAL*	\$80,491.65	\$0.00	\$80,491.65
ESTIMATED S&H**			\$0.00
ESTIMATED TAX**			\$0.00
GRAND TOTAL*			\$80,491.65

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Comments:

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/19/2025

ACCOUNT NAME: Santa Rosa City Schools

EXPIRATION DATE:08/17/2025

QUOTE NUMBER: JMCCO-05192025111255-001

ACCOUNT #: 246811

PAGE #: 1



Because learning changes everything.®

Product Description	ISBN	Qty	Unit Price	Free Materials	Line Subtotal
Everyday Math ©2016 1-Year - Grade K					
EVERYDAY MATH STUDENT EDITION 1 YEAR SUBSCRIPTION GRADE K	978-0-02-138918-6	300	\$14.79	\$0.00	\$4,437.00
EVERYDAY MATH TEACHER EDITION 1 YEAR SUBSCRIPTION GRADE K	978-0-02-144564-6	23	\$95.58	\$0.00	\$2,198.34
Everyday Math ©2016 1-Year - Grade K Subtotal:				\$0.00	\$6,635.34
Everyday Math ©2016 1-Year - Grade 1					
EVERYDAY MATH STUDENT EDITION 1 YEAR SUBSCRIPTION GRADE 1	978-0-02-134035-4	355	\$24.87	\$0.00	\$8,828.85
EVERYDAY MATH TEACHER EDITION 1 YEAR SUBSCRIPTION GRADE 1	978-0-02-141869-5	30	\$126.06	\$0.00	\$3,781.80
Everyday Math ©2016 1-Year - Grade 1 Subtotal:				\$0.00	\$12,610.65
Everyday Math ©2016 1-Year - Grade 2					
EVERYDAY MATH STUDENT EDITION 1 YEAR SUBSCRIPTION GRADE 2	978-0-02-144576-9	450	\$24.87	\$0.00	\$11,191.50
EVERYDAY MATH TEACHER EDITION 1 YEAR SUBSCRIPTION GRADE 2	978-0-02-135548-8	30	\$126.06	\$0.00	\$3,781.80
Everyday Math ©2016 1-Year - Grade 2 Subtotal:				\$0.00	\$14,973.30
Everyday Math ©2016 1-Year - Grade 3					
EVERYDAY MATH DIGITAL STUDENT LEARNING CENTER 1 YEAR SUBSCRIPTION GRADE 3	978-0-02-140786-6	450	\$24.87	\$0.00	\$11,191.50
EVERYDAY MATH DIGITAL TEACHER CENTER 1 YEAR SUBSC GRADE 3	978-0-02-137977-4	31	\$126.06	\$0.00	\$3,907.86
Everyday Math ©2016 1-Year - Grade 3 Subtotal:				\$0.00	\$15,099.36
Everyday Math ©2016 1-Year - Grade 4					
EVERYDAY MATH DIGITAL STUDENT LEARNING CENTER 1 YEAR SUBSCRIPTION GRADE 4	978-0-02-140789-7	500	\$24.87	\$0.00	\$12,435.00
EVERYDAY MATH DIGITAL TEACHER CENTER 1 YEAR SUBSC GRADE 4	978-0-02-137981-1	25	\$126.06	\$0.00	\$3,151.50
Everyday Math ©2016 1-Year - Grade 4 Subtotal:				\$0.00	\$15,586.50
Everyday Math ©2016 1-Year - Grade 5					
EVERYDAY MATH DIGITAL STUDENT LEARNING CENTER 1 YEAR SUBSCRIPTION GRADE 5	978-0-02-140790-3	500	\$24.87	\$0.00	\$12,435.00
EVERYDAY MATH DIGITAL TEACHER CENTER 1 YEAR SUBSC GRADE 5	978-0-02-137984-2	25	\$126.06	\$0.00	\$3,151.50
Everyday Math ©2016 1-Year - Grade 5 Subtotal:				\$0.00	\$15,586.50

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
 Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/19/2025

ACCOUNT NAME: Santa Rosa City Schools

EXPIRATION DATE: 08/17/2025

QUOTE NUMBER: JMCCO-05192025111255-001

ACCOUNT #: 246811

PAGE #: 2



Because learning changes everything.®

QUOTE PREPARED FOR:

Santa Rosa City Schools
110 STONY POINT RD STE 210
SANTA ROSA, CA 95401
ACCOUNT NUMBER: 246811

CONTACT:

VALUE OF ALL MATERIALS	\$80,491.65
FREE MATERIALS	\$0.00
PRODUCT TOTAL*	\$80,491.65
ESTIMATED SHIPPING & HANDLING**	\$0.00
ESTIMATED TAX**	\$0.00
GRAND TOTAL	\$80,491.65

SUBSCRIPTION/DIGITAL CONTACT:

Comments:

* Price firm for 90 days from quote date. Price quote must be attached to school purchase order to receive the quoted price and free materials.

**Shipping and handling charges shown are only estimates. Actual shipping and handling charges will be applied at time of order. Taxes shown are only estimates. If applicable, actual tax charges will be applied at time of order.

Terms of Service:

By placing an order for digital products (the 'Subscribed Materials'), the entity that this price quote has been prepared for ('Subscriber') agrees to be bound by the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. Subject to Subscriber's payment of the fees set out above, McGraw Hill LLC hereby grants to Subscriber a non-exclusive, non-transferable license to allow only the number of Authorized Users that corresponds to the quantity of Subscribed Materials set forth above to access and use the Subscribed Materials under the terms described in the Terms of Service and any specific provisions required by Subscriber's state law, each located in the applicable links below. The subscription term for the Subscribed Materials shall be as set forth in the Product Description above. If no subscription term is specified, the initial term shall be one (1) year from the date of this price quote (the 'Initial Subscription Term'), and thereafter the Subscriber shall renew for additional one (1) year terms (each a 'Subscription Renewal Term'), provided MHE has chosen to renew the subscription and has sent an invoice for such Subscription Renewal Term to Subscriber.

Terms Of Service

Provisions required by Subscriber State law

ATTENTION: In our effort to protect our customer's data, we will no longer store credit card data in any manner within in our system. Therefore, as of April 30, 2016 we will no longer accept credit card orders via email, fax, or mail/package delivery. Credit card orders may be placed over the phone by calling the number listed above or via our websites by visiting www.mheducation.com (or www.mhecoast2coast.com).

School Purchase Order Number: _____

Name of School Official (Please Print)

Signature of School Official

PLEASE INCLUDE THIS PROPOSAL WITH YOUR PURCHASE ORDER

SEND ORDER TO:

McGraw Hill LLC | PO Box 182605 | Columbus, OH 43218-2605
Email: orders_mhe@mheducation.com | Phone: 1-800-780-0246 | Fax: 1-866-513-8081

QUOTE DATE: 05/19/2025

ACCOUNT NAME: Santa Rosa City Schools

EXPIRATION DATE:08/17/2025

QUOTE NUMBER: JMCCO-05192025111255-001

ACCOUNT #: 246811

PAGE #: 3



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

SANTA ROSA CITY SCHOOLS SERVICES AGREEMENT

This Agreement, dated as of June 20, 2025, is by and between SANTA ROSA CITY SCHOOLS, hereinafter referred to as the "DISTRICT", and **Integrated Security Controls, Inc.**, hereinafter referred to as the "CONTRACTOR".

WHEREAS, DISTRICT desires to obtain CONTRACTOR for **Maintenance Services for District's Avigilon Camera System**; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to DISTRICT.

NOW, THEREFORE it is agreed that DISTRICT does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A Services
Exhibit B Payment Terms
Exhibit C ISC CMAS Contract 3-19-84-0079B

The term of this Agreement shall be from Sept. 1st, 2025 through June 30, 2026.

The compensation payable to CONTRACTOR hereunder shall not exceed ~~Fifty~~ **Thousand (\$37,500)** per year for the term of this Agreement.



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

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

SANTA ROSA CITY SCHOOLS

CONTRACTOR/COMPANY NAME

DEPARTMENT NAME: IT Department

By: _____
DEPARTMENT HEAD DATE

By:

NAME AND ADDRESS OF CONTRACTOR:

Adrian Bica, IT Director

John Pegram – CEO Integrated Security
3401 Industrial Dr
Santa Rosa, CA 95403



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

GENERAL TERMS AND CONDITIONS

1. **INDEPENDENT CONTRACTOR:** No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the DISTRICT in any capacity whatsoever, and DISTRICT shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold DISTRICT harmless from any and all liability which DISTRICT may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of DISTRICT.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and DISTRICT laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of DISTRICT is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the DISTRICT agency concerned.

Notwithstanding the foregoing, if the DISTRICT determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

withholding, DISTRICT may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. **INDEMNIFICATION:** CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of DISTRICT. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.
3. **INSURANCE AND BOND:** CONTRACTOR shall at all times during the term of the Agreement with the DISTRICT maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.
4. **WORKERS' COMPENSATION:** CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from DISTRICT any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.
5. **CONFORMITY WITH LAW AND SAFETY:**
 - a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold DISTRICT harmless from any and all liability, fines, penalties and consequences from any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.



INTEGRATED SECURITY CONTROLS, INC.

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- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR promptly submit to DISTRICT a written report, in such form as may be required by DISTRICT of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of DISTRICT's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the DISTRICT the opportunity to review and inspect such evidence, including the scene of the accident.
- 6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
 - 7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
 - 8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the DISTRICT and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the DISTRICT, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by DISTRICT to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the DISTRICT and any assignee of the



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

DISTRICT an express royalty – free license to retain and use said Documents and Materials. The DISTRICT's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the DISTRICT harmless from any claims for infringement of patent or copyright arising out of such selection.

The DISTRICT's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.
10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To DISTRICT: Santa Rosa City Schools
 211 Ridgway Ave
 Santa Rosa, CA 95411

To CONTRACTOR: Integrated Security Controls, Inc
 3401 Industrial Dr
 Santa Rosa, CA 95403
 ATTN: John Pegram

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF DISTRICT PROPERTY: CONTRACTOR shall not use DISTRICT property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.
12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.
 - a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color, disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.



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- b. CONTRACTOR shall, if requested to so do by the DISTRICT, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
 - c. If requested to do so by the DISTRICT, CONTRACTOR shall provide the DISTRICT with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
 - d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
 - e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.
13. DRUG-FREE WORKPLACE: CONTRACTOR and CONTRACTOR's employees shall comply with the DISTRICT's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any DISTRICT facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *no/lo contendere* to a criminal drug statute violation occurring at a DISTRICT facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the DISTRICT department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.
14. ENERGY CONSERVATION: CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).
15. COMPLIANCE WITH LICENSING REQUIREMENTS: CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the DISTRICT Executive Office.
16. AUDITS; ACCESS TO RECORDS: The CONTRACTOR shall make available to the DISTRICT, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the DISTRICT, and shall furnish to the DISTRICT, within sixty (60) days after examination, its authorized agents, officers or



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employees such other evidence or information as the DISTRICT may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with DISTRICT requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement, and will make such books and records available to the DISTRICT for inspection at a location within DISTRICT or CONTRACTOR shall pay to the DISTRICT the reasonable, and necessary costs incurred by the DISTRICT in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs.

CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The DISTRICT further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the DISTRICT, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the DISTRICT makes the final or last payment or within four (4) years after any pending issues between the DISTRICT and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to DISTRICT for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by DISTRICT), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the DISTRICT's last payment to CONTRACTOR under this Agreement.
18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
19. TERMINATION: The DISTRICT has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the DISTRICT should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.



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20. **NON APPROPRIATION:** If DISTRICT should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, DISTRICT may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, DISTRICT shall remit payment for all products and services delivered to DISTRICT and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.
21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.
22. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.
23. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of DISTRICT, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of DISTRICT in each instance.
24. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between DISTRICT and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.
25. **HEADINGS:** Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.



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26. **MODIFICATION OF AGREEMENT:** This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.
27. **ASSURANCE OF PERFORMANCE:** If at any time the DISTRICT has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, DISTRICT may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of DISTRICT's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.
28. **SUBCONTRACTING/ASSIGNMENT:** CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the DISTRICT's prior written approval.
 - a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
 - b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without DISTRICT's prior written approval.
 - c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.
29. **SURVIVAL:** The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.
30. **SEVERABILITY:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of



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them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

31. **PATENT AND COPYRIGHT INDEMNITY:** CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software (“CONTRACTOR Products”) provided to DISTRICT under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless DISTRICT of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, “Losses”) arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.
- a. DISTRICT will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without DISTRICT’s prior written consent, to any settlement, which would require DISTRICT to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
 - b. If CONTRACTOR is obligated to defend DISTRICT pursuant to this Section 32 and fails to do so after reasonable notice from DISTRICT, DISTRICT may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to DISTRICT any and all losses, damages and expenses (including attorney’s fees and costs) incurred in relationship with DISTRICT’s defense and/or settlement of such proceeding.
 - c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for DISTRICT the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.
 - d. Notwithstanding this Section 32, DISTRICT retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

32. **OTHER AGENCIES:**

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract.



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The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]



INTEGRATED SECURITY CONTROLS, INC.

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Exhibit A

Services and Phone Support

Services will be performed on a Time and Materials basis as the need arises. Phone Support will be charged in rounded-up, quarter-hour increments.)

Equipment still under Manufacturer Warranty will be returned for repair or replacement. In the event that the Manufacturer will not provide advance replacement of parts, spares may need to be purchased by the DISTRICT. CONTRACTOR will install materials replaced under a manufacturer's warranty at the hourly rate described in this agreement.

- Emergency Repairs
- Emergency Software Updates
- Emergency Consultation

Emergency Service is available 24/7 with overtime rates applicable after normal business hours. (See Exhibit B – Fee Schedule)



INTEGRATED SECURITY CONTROLS, INC.

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EXHIBIT B

PAYMENT TERMS

Hourly Rates (On Site and Phone Support)

Standard Rates Apply (Monday – Friday, 8AM – 5PM).
Overtime Rates apply all other times.

	Standard	Overtime
Project Manager	\$ 135.00	\$ 202.50
Programming	\$ 135.00	\$ 202.50
Field Technician	\$ 135.00	\$ 202.50

Materials

Materials will be invoiced at CONTRACTOR's cost plus 20 percent. The total cost invoiced to the DISTRICT shall not exceed the price listed on CONTRACTOR's CMAS contract 3-19-84-0079B.

[END OF PAYMENT TERMS]

AGREEMENT

THIS AGREEMENT made and entered into, effective 8/18/25 by and between the SANTA ROSA CITY SCHOOLS, hereinafter referred to as "SRCS," and **CVS Pharmacy** hereinafter referred to as "Contractor;"

WITNESSETH

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

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

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

(e) Assuming responsibility for keeping records of student work hours and providing Contractor with information concerning the work hours upon request.

(f) Arranging payment of student wages.

(g) SRCS shall have the privilege of scheduling meetings with Contractor's staff for the purpose of interpreting, discussing and evaluating the educational program.

(h) Students shall have the status of learners and shall not replace Contractor's staff.

(i) Assuming all costs associated with the instructional program.

(j) Inspecting Contractor's facilities for purposes of designating that equipment that SRCS's students may be permitted to use.

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

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

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

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

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

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

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

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

A maximum of 3 SRCS students will work a maximum of 2 hours a day, maximum of 4 days a week during the 2025-2026 regular school year, and the associated summer session.

9. TERM: This Agreement shall be for a term commencing on 8/18/25 and ending on June 30, 2026. This Agreement may be renewed upon the mutual consent of both parties in writing.

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

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

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

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

PROGRAM:

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

CONTRACTOR:

CVS Pharmacy
2771 4th St
Santa Rosa CA 95404

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

PROGRAM: Santa Rosa City Schools

CONTRACTOR: CVS Pharmacy

By: _____
Lisa August, Deputy Superintendent

By:  _____
CVS Pharmacy Manager or Authorized Agent

AGREEMENT

THIS AGREEMENT made and entered into, effective 8/18/25 by and between the SANTA ROSA CITY SCHOOLS, hereinafter referred to as "SRCS," and **CVS Pharmacy Mendocino Ave** hereinafter referred to as "Contractor;"

WITNESSETH

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

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

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

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

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

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

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

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

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

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

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

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

A maximum of 3 SRCS students will work a maximum of 4 hours a day, maximum of 4 days a week during the 2025-2026 regular school year, and the associated summer session.

9. TERM: This Agreement shall be for a term commencing on 6/5/25 and ending on June 30, 2026. This Agreement may be renewed upon the mutual consent of both parties in writing.

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

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

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

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

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

CONTRACTOR:

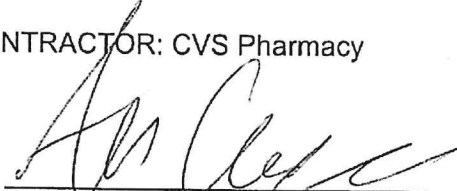
CVS Pharmacies Mendocino Ave
2075 Mendocino Ave
Santa Rosa CA 95401

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

PROGRAM: Santa Rosa City Schools

CONTRACTOR: CVS Pharmacy

By: _____
Lisa August, Deputy Superintendent

By: 
CVS Manager or Authorized Agent

AGREEMENT

THIS AGREEMENT made and entered into, effective 8/18/25 by and between the SANTA ROSA CITY SCHOOLS, hereinafter referred to as "SRCS," and **CVS Pharmacy** hereinafter referred to as "Contractor;"

WITNESSETH

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

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

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

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 - (c) Having one staff member present at Contractor's facility available to Contractor to instruct and supervise the students in a manner determined by a cooperative meeting.
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- (e) Assuming responsibility for keeping records of student work hours and providing Contractor with information concerning the work hours upon request.
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5. INDEMNITY: HOLD HARMLESS: SRCS shall hold harmless, defend and indemnify Contractor from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to any property arising out of SRCS's activities under this Agreement.

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

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

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

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A maximum of 3 SRCS students will work a maximum of 2 hours a day, maximum of 4 days a week during the 2025-2026 regular school year, and the associated summer session.

9. TERM: This Agreement shall be for a term commencing on 8/18/25 and ending on June 30, 2026. This Agreement may be renewed upon the mutual consent of both parties in writing.

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

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

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

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

PROGRAM:

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

CONTRACTOR:

CVS Pharmacy
2770 Yulupa Ave
Santa Rosa CA 95405

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

PROGRAM: Santa Rosa City Schools

CONTRACTOR: CVS Pharmacy

By: _____
Lisa August, Deputy Superintendent

By: Camila R. Shift Sup.
CVS Pharmacy Manager or Authorized Agent

AGREEMENT

THIS AGREEMENT made and entered into, effective 8/18/25 by and between the SANTA ROSA CITY SCHOOLS, hereinafter referred to as "SRCS," and **Franco American Bakery** hereinafter referred to as "Contractor;"

WITNESSETH

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

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

1. USE: Contractor hereby authorizes SRCS to use its facilities for the purpose of providing vocational training (hereinafter "the Program") for SRCS students. SRCS shall use the facilities only at the times and places approved by Contractor and such use shall not interfere with the Contractor's usual and regular business activities.

2. PROGRAM: The students participating in the training program shall at all times be under the primary supervision, jurisdiction and control of SRCS and it shall be SRCS responsibility for assuring that the students follow all of the Contractor's rules and regulations.

3. SRCS RESPONSIBILITIES: SRCS shall designate those students who participate in the Program, as mutually agreed upon with Contractor and subject to Contractor's right, after consulting with SRCS representative, to deny access to its premises to any student who does not reasonably meet Contractor's standards for safety, health, or good behavior, or who is otherwise disruptive of Contractor's activities or operations. SRCS shall also be responsible for the following:

(a) Providing and arranging for all necessary transportation for students performing duties at the Contractor's facility, as well as faculty and other necessary persons.

(b) Providing and arranging all necessary instruction and instructional materials in cooperation with the Contractor.

(c) Having one staff member present at Contractor's facility available to Contractor to instruct and supervise the students in a manner determined by a cooperative meeting.

(d) Assuring that all students are in good health and have received all immunizations as required by law.

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

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

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

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

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

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

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

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

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

A maximum of 3 SRCS students will work a maximum of 3 hours a day, maximum of 2 days a week during the 2025-2026 regular school year, and the associated summer session.

9. TERM: This Agreement shall be for a term commencing on 8/18/25 and ending on June 30, 2026. This Agreement may be renewed upon the mutual consent of both parties in writing.

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

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

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

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

PROGRAM:

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

CONTRACTOR:

Franco American Bakery
202 W 7th St
Santa Rosa CA 95401

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

PROGRAM: Santa Rosa City Schools

CONTRACTOR: Franco American Bakery

By: _____
Lisa August, Deputy Superintendent

By:  _____
Franco American Bakery Owner or Authorized Agent

AGREEMENT

THIS AGREEMENT made and entered into, effective 8/18/25 by and between the SANTA ROSA CITY SCHOOLS, hereinafter referred to as "SRCS," and **Round Table Pizza** hereinafter referred to as "Contractor;"

WITNESSETH

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

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

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

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

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

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

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

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

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

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

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

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

A maximum of 3 SRCS students will work a maximum of 1.5 hours a day, maximum of 4 days a week during the 2025-2026 regular school year, and the associated summer session.

9. TERM: This Agreement shall be for a term commencing on 8/18/25 and ending on June 30, 2026. This Agreement may be renewed upon the mutual consent of both parties in writing.

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

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

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

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

PROGRAM:

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

CONTRACTOR:

Round Table Pizza
1003 Guerneville Rd
Santa Rosa CA 95403

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

PROGRAM: Santa Rosa City Schools

CONTRACTOR: Round Table Pizza

By: _____
Lisa August, Deputy Superintendent

By: Cindi Vega
Round Table Pizza Manager or Authorized Agent

Area Manager
4/22/25

AGREEMENT

THIS AGREEMENT made and entered into, effective 8/18/25 by and between the SANTA ROSA CITY SCHOOLS, hereinafter referred to as "SRCS," and **Round Table Pizza** hereinafter referred to as "Contractor;"

WITNESSETH

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

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

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

(e) Assuming responsibility for keeping records of student work hours and providing Contractor with information concerning the work hours upon request.

(f) Arranging payment of student wages.

(g) SRCS shall have the privilege of scheduling meetings with Contractor's staff for the purpose of interpreting, discussing and evaluating the educational program.

(h) Students shall have the status of learners and shall not replace Contractor's staff.

(i) Assuming all costs associated with the instructional program.

(j) Inspecting Contractor's facilities for purposes of designating that equipment that SRCS's students may be permitted to use.

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

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

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

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

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

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

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

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

A maximum of 3 SRCS students will work a maximum of 1.5 hours a day, maximum of 4 days a week during the 2025-2026 regular school year, and the associated summer session.

9. TERM: This Agreement shall be for a term commencing on 8/18/25 and ending on June 30, 2026. This Agreement may be renewed upon the mutual consent of both parties in writing.

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

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

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

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

PROGRAM:

Santa Rosa City Schools
Special Services
110 Stony Pt Rd # 210
Santa Rosa CA 95401

CONTRACTOR:

Circle Pizza LLC
Round Table Pizza
1440 Townview Ln
Santa Rosa CA 95405

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

PROGRAM: Santa Rosa City Schools

CONTRACTOR: Round Table Pizza

By: _____
Lisa August, Deputy Superintendent

By: Karen Kaysen
Round Table Pizza Manager or Authorized Agent

AGREEMENT

THIS AGREEMENT made and entered into, effective 8/18/25 by and between the SANTA ROSA CITY SCHOOLS, hereinafter referred to as "SRCS," and Lucky Supermarket, hereinafter referred to as "Contractor;"

WITNESSETH

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

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

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

(e) Assuming responsibility for keeping records of student work hours and providing Contractor with information concerning the work hours upon request.

(f) Arranging payment of student wages.

(g) SRCS shall have the privilege of scheduling meetings with Contractor's staff for the purpose of interpreting, discussing and evaluating the educational program.

(h) Students shall have the status of learners and shall not replace Contractor's staff.

(i) Assuming all costs associated with the instructional program.

(j) Inspecting Contractor's facilities for purposes of designating that equipment that SRCS's students may be permitted to use.

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

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

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

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

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

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

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

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

A maximum of 6 SRCS students will work a maximum of 4.5 hours a day, maximum of 4 days a week during the 2025-2026 regular school year, and the associated summer session.

9. TERM: This Agreement shall be for a term commencing on 8/18/25 and ending on June 30, 2026. This Agreement may be renewed upon the mutual consent of both parties in writing.

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

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

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

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

PROGRAM:

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

CONTRACTOR:

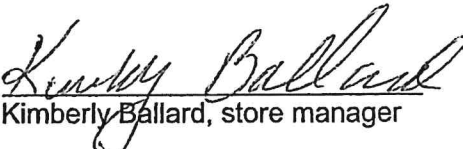
Lucky Supermarket
150 Bicentennial Way
Santa Rosa CA 95403

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

PROGRAM: Santa Rosa City Schools

CONTRACTOR: Lucky

By: _____
Lisa August, Deputy Superintendent

By: 
Kimberly Ballard, store manager

AGREEMENT

THIS AGREEMENT made and entered into, effective July 1, 2025 by and between the SANTA ROSA CITY SCHOOLS, hereinafter referred to as "SRCS," and **OLIVER's MARKET, MONTECITO CENTER** hereinafter referred to as "Contractor;"

WITNESSETH

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

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

1. USE: Contractor hereby authorizes SRCS to use its facilities for the purpose of providing vocational training (hereinafter "the Program") for SRCS students. SRCS shall use the facilities only at the times and places approved by Contractor and such use shall not interfere with the Contractor's usual and regular business activities.

2. PROGRAM: The students participating in the training program shall at all times be under the primary supervision, jurisdiction and control of SRCS and it shall be SRCS responsibility for assuring that the students follow all of the Contractor's rules and regulations.

3. SRCS RESPONSIBILITIES: SRCS shall designate those students who participate in the Program, as mutually agreed upon with Contractor and subject to Contractor's right, after consulting with SRCS representative, to deny access to its premises to any student who does not reasonably meet Contractor's standards for safety, health, or good behavior, or who is otherwise disruptive of Contractor's activities or operations. SRCS shall also be responsible for the following:

(a) Providing and arranging for all necessary transportation for students performing duties at the Contractor's facility, as well as faculty and other necessary persons.

(b) Providing and arranging all necessary instruction and instructional materials in cooperation with Contractor.

(c) Having one staff member present at Contractor's facility available to Contractor to instruct and supervise the students in a manner determined by a cooperative meeting.

(d) Assuring that all students are in good health and have received all immunizations as required by law.

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

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

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

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

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

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

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

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

Contractor agrees to pay minimum wage per hour per student, total not to exceed

\$46,642.50 for the term of this agreement. In such circumstances, SRCS will bill the Contractor for an amount that includes the student wages.

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

A maximum of six SRCS students will work a maximum of five hours a day, maximum of five days a week during the 2025-2026 regular school year, and the associated summer session.

9. TERM: This Agreement shall be for a term commencing on July 1, 2025 and ending on June 30, 2026. This Agreement may be renewed upon the mutual consent of both parties in writing.

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

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

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

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

PROGRAM:

Santa Rosa City Schools
Special Services
211 Ridgway Avenue
Santa Rosa, CA 95401
Attn: Lorrie Clarke,
Program Manager 18-22 Transition Program

CONTRACTOR:

Oliver's Market
560 Montecito Center
Santa Rosa, CA 95409
Attn: Scott Gross, General Manager

Billings go to:
Oliver's Market Corporate Office
1721 Ditty Ave
Santa Rosa, CA 95403
Attn: Jill Olsen, CFO

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

PROGRAM: Santa Rosa City Schools

CONTRACTOR: Oliver's Market

By: _____
Lisa August, Deputy Superintendent

By: _____
Scott Gross, General Manager

AGREEMENT

THIS AGREEMENT made and entered into, effective 8/18/25 by and between the SANTA ROSA CITY SCHOOLS, hereinafter referred to as "SRCS," and **Santa Rosa Cinemas** hereinafter referred to as "Contractor;"

WITNESSETH

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

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

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

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

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

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

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

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

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

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

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

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

A maximum of 3 SRCS students will work a maximum of 1.5 hours a day, maximum of 2 days a week during the 2025-2026 regular school year, and the associated summer session.

9. TERM: This Agreement shall be for a term commencing on 8/18/25 and ending on June 30, 2026. This Agreement may be renewed upon the mutual consent of both parties in writing.

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

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

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

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

PROGRAM:

Santa Rosa City Schools
Special Services
110 Stony Pt Rd #210
Santa Rosa, CA 95401

CONTRACTOR:

Santa Rosa Cinemas
Corporate Office
816 4th Street
Santa Rosa CA 95404

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

PROGRAM: Santa Rosa City Schools

CONTRACTOR: Santa Rosa Cinemas

By: _____
Lisa August, Deputy Superintendent

By: 
Authorized Agent