



Board Target Date: Sep 10, 2025

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Raizes Collective

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): N/A - - - - -

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

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

Contract is: New Renewal Addendum/Amendment Contract Amount: _____

School Site/Department: **Wellness & Engagement** Number of Individuals Served: All Secondary Students

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

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

Contract Created by: Eric Lofchie Wellness & Engagement Phone #: (707)729-1865
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: **September 11 2025** Proposed Contract End Date: **June 30, 2026**

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____
Fiscal Services Authorizer **LAST REVISED ON 3-24-25**

**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

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

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

1. Provide space for events and services.
2. Communicate regularly and participate in periodic program management meetings with Contractor.
3. Provide access to staff in order to support the program.

(b) CONTRACTOR’s Responsibilities and Duties:

1. Provide art, cultural, and environmental focused workshops to support SRCS students.
2. Build and maintain trust and excellent classroom relationships with students and teaching artists.
3. Provide various art, cultural, and environmental groups both after school and at lunch.
4. Communicate and collaborate with school staff as needed throughout the year.
5. Ensure that staff working with the program are all approved through Be A Mentor before working directly with students.
6. Work with Restorative Intervention Support staff to expand and improve groups.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on September 11, 2025, and will continue through June 30, 2026, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed _____ DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

No Cost

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]

Contractor will collect student surveys that assess the impact of service and student satisfaction. Panorama survey data will also be collected to determine widespread impact.

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: April Reza

Street: PO Box 8606

City/State/Zip: Santa Rosa Ca 95407

Phone: (707)974-7600

Email: raizescollective.cosecha@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 _____.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa August

Print Name: April Reza

Interim Superintendent

Title: Program Director

ysantanaperalta@srcs.k12.ca.us

Email: raizescollective.cosecha@gmail.com

707-890-3800 x80201

Phone: (707)974-7600

SRCS Board Approved: _____



Price Quote

100 S. Mill Ave
Suite 1700
Tempe, AZ 85281
877-725-4257

Date 8/19/2025
Quote No. Q-182093
Acct. No. 12214874
Total 2,500.00
Pricing Expires 02/15/2026

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa CA 95401
United States

Payment Term	Contract Start	Contract End
Net 30	8/1/2025	7/31/2026

Site	Description	End Date	Qty	Rate
Santa Rosa City Schools	Edgenuity Exceptional Students Course Suite Per Student (14 day drop/add period)	07/31/2026	10	250.00

Subtotal 2,500.00
Tax Total 0.00
Total 2,500.00

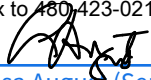
Imagine Learning will audit enrollment count throughout the year. If more enrollments are found to be in use than purchased, Imagine Learning will invoice the customer for the additional usage.

This quote is subject to Imagine Learning LLC Terms and Conditions of Company Services ("Terms and Conditions"). These Terms and Conditions are available at www.imaginelearning.com/standard-terms-and-conditions, may change without notice and are incorporated by this reference. By signing this quote or by submitting a purchase order or form purchasing document, Customer explicitly agrees to these Terms and Conditions resulting in a legally binding agreement. To the fullest extent permitted under applicable law, all pricing information contained in this quote is confidential and may not be shared with third parties without Imagine Learning's written consent.

Please note that the paper used in our products and the paper and components included in our science and math kits are sourced from suppliers that may become subject to tariffs. While we are actively managing our supply chain to minimize the effect of any tariffs that may be imposed, we reserve the right to apply a tariff surcharge to offset increased costs if necessary. We will provide thirty (30) days advance notice regarding the imposition of any such surcharges.

Not valid unless accompanied by a purchase order. Please specify a shipping address if applicable. Please e-mail this quote, the purchase order and order documentation to AR@imaginelearning.com or fax to 480-423-0213.

Santa Rosa City Schools

Signature: 
Print Name: Lisa August (Sep 2, 2025 17:53:19 PDT)
Title: _____
Date: _____

Imagine Learning Representative

Liz Peatman
Account Executive -
liz.peatman@imaginelearning.com
imaginelearning.com

AGREEMENT

THIS AGREEMENT made and entered, effective August 18, 2025, by and between the Santa Rosa City Schools, Special Education Service hereinafter referred to as "SRCS," and **POPPY BANK EPICENTER** hereinafter referred to as "Contractor;"

WITNESSETH

WHEREAS, SRCS is a public educational agency with a primary service of providing educational services to students with disabilities who are 22 years of age and younger and who reside in Sonoma County; 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's 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's responsibility for assuring that the students follow all of contractor's rules and regulations.
3. **SRCS'S 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's 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 work 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 student/s 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's 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's 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 for three students, wage not to exceed current minimum wage, total not to exceed \$13,500.00 for the term of this agreement. In such circumstances, SRCS will bill the Contractor for an amount that includes the student wage.

SRCS will assume payment of minimum wages for the remaining student workers.

SRCS will be responsible for payment of wages to individual students, bi-monthly.

A maximum of ten SRCS students will be allowed to work a maximum of two hours a day, four days a week of the 2025-2026 regular school year, and the associated summer session.

9. **TERM:** This Agreement shall be for a term commencing on August 18, 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 cancelled, 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 business email, and addressed as follows:

SRCS:

Santa Rosa City Schools
Special Services Department
110 Stony Cir Suite 210
Santa Rosa, Ca 95401

Attn: Lisa August, Superintendent

CONTRACTOR:

Poppy Bank Epicenter
3215 Coffey Lane
Santa Rosa, CA 95403

Attn: Brad Bergum, CFO
B.Bergum@visitpicenter.com

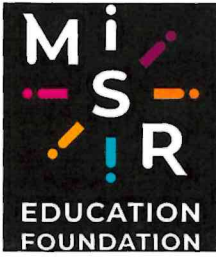
IN WITNESS WHEREOF, the parties hereto have set their hands to this Agreement on the day and year first above written.

CONTRACTOR

By: 
Brad Bergum, CFO

SANTA ROSA CITY SCHOOLS

By: _____
Lisa August, Superintendent



Made **iN** Santa Rosa
EDUCATION FOUNDATION
211 Ridgway Avenue
Santa Rosa, CA 95401
Phone: (707) 888-4153
www.MadeinSantaRosa.org

ELITE Early Literacy Program

In partnership with Helen Lehman Elementary School in the Santa Rosa City Schools District, Made in Santa Rosa Education Foundation (MiSREF) and the Sonoma County Office of Education (SCOE),

ELiTE will begin on September 8th 2025 and end on October 28, 2025. The responsibilities for each partner are outlined below.

MiSREF will provide the following:

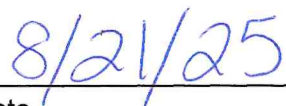
- The ELiTE program curriculum for the first two units - Identity and Diversity
- Both units are encompassed within one 8 week session, twice per week for a total of 16 classes
- Each class will run for a duration of 90 minutes
- Teachers are paid for a total of 24 teaching hours plus 2 hours of preparation time for a total of 26 paid hours
- Instructional aides are paid for a total of 32 hours - two aides per unit for a total of 64 hours.
- The culturally responsive books used in the ELiTE literacy program

School and District will provide the following:

- Teacher and two instructional aides
- Principal will collect the timecards and submit to the district office for payment to the teacher and instructional aides
- The district will invoice Made in Santa Rosa Education for the cost of timecard amounts
- **As stated above, the total cost for the teacher and two instructional aides shall not exceed \$3,408 for the duration of the enrichment.**



Principal Signature



Date



Made in Santa Rosa Education Foundation
Executive Director Signature

8/21/25
Date

Santa Rosa City Schools District

Date

Santa Rosa City Schools - 28 Subscriptions

Santa Rosa City Schools

211 Ridgway Ave
Santa Rosa, CA 95401
United States

Steven Schultz

sschultz@srcs.k12.ca.us

Reference: 20250814-185401905

Quote created: August 14, 2025

Quote expires: September 16, 2025

Quote created by: Emily York

Customer Success Manager

emily.york@everydayspeech.com

+16124532932

Comments from Emily York

Subscription Term: September 15, 2025 to September 15, 2026

With your subscription, you gain unlimited benefits, including access to the **Social Learning Curriculum, with two tracks** - Intervention (Tiers 2 & 3): Small Group, 1:1 Instruction and Tier 1: Whole Group Lessons.

The platform includes:

- 1000s of no-prep materials
- 85 skills and goals
- Materials for any age
- New materials every month
- Pre & Post tests
- Share materials with colleagues and families
- Unlimited playlists
- Session planning & tracking
- Student & Group Profiles

Products & Services

Item & Description	Quantity	Unit Price	Total
Team Plan - Individual license - One year \$599.99 one year	28	\$599.99 / year	\$16,799.72 / year
Annual subtotal			\$16,799.72
Bulk Discount			(\$3,360.00)
Total			\$13,439.72

Purchase terms

Please note that our licensing is one user per subscription. We define a user as a professional running an independent session. Students do not need their own subscription.

This quote is valid only until the date indicated.

Please upload your purchase order online at <https://everydayspeech.com/po/>

If you are required to mail or fax your quote, please also send an electronic version via everydayspeech.com/po

Your purchase might be subject to state sales tax. If you're unsure if your state charges sales tax, or if you would like to claim an exemption, please see <https://everydayspeech.com/sales-tax>.

If you need a quote that includes the sales tax charge, please contact us at purchasing@everydayspeech.com.

All mail should be sent to:

Everyday Speech LLC

DEPT CH 17439

Palatine, IL 60055-7439, USA <https://everydayspeech.com/po/>

Questions? Contact me



Emily York

Customer Success Manager

emily.york@everydayspeech.com

+16124532932

Everyday Speech

DEPT CH 17439

Palatine, IL 60055-7439

US

PLAY MARIMBA!

INVOICE

Play Marimba Programs LLC
5840 Volkerts Road
Sebastopol, California 95472
United States

7078611114
tobias@playmarimba.org

BILL TO
Helen Lehman ES
1700 Jennings Ave
Santa Rosa, CA, 95401

Invoice Number: 287

Invoice Date: April 18, 2025

Payment Due: May 18, 2025

Amount Due (USD): \$5,000.00

Items	Quantity	Price	Amount
Practice Marimba Rental Take home practice marimba w/ case and mallets	44	\$115.00	\$5,060.00
Discount	1	(\$60.00)	(\$60.00)

Total: \$5,000.00

Amount Due (USD): \$5,000.00

PLAY MARIMBA!

RENTAL AGREEMENT

- I. **THE PARTIES.** This Equipment Rental Agreement (“Agreement”) is made on this April 6th, 2025 by and between:

Lessor: Play Marimba Programs LLC with a mailing address of 5840 Volkerts Road, Sebastopol, CA 95472 (“Lessor”), and

Lessee: Helen Lehman Elementary School with a mailing address of 1700 Jennings Ave, Santa Rosa, CA 95401 (“Lessee”).
- II. **EQUIPMENT DESCRIPTION.** The Lessor hereby leases to Lessee the following equipment:
 - a) 44 practice marimbas w/ cases and malletsHereinafter known as the “Equipment.”
- III. **LEASE TYPE.** This Agreement shall be considered a Fixed Lease. The Lessee shall lease the Equipment starting on August 1st, 2025, and end on June 10th, 2026 (“Lease Term”). At the end of the Lease Term and no renewal is made, the Lessee must return the Equipment to the Lessor.
- IV. **RENT.** The Lessee agrees to pay the Lessor \$5,000 for leasing the Equipment (“Rent”) that shall be paid by August 15th, 2025.
- V. **DELIVERY OF EQUIPMENT.** The delivery of the Equipment to the Lessee at the start of the Lease Term and returning to the Lessor at the end of the Lease Term shall be the responsibility of the Lessor.
- VI. **INSURANCE REQUIREMENT.** The Lessee is not required to have or hold insurance on the Equipment. Although, the Lessor shall be held harmless and indemnified from any and all wrongdoing in connection with any injury of any person in the operation of the Equipment.
- VII. **ACCEPTANCE OF EQUIPMENT.** The Lessee shall inspect each item and part of the Equipment upon delivery and pursuant to this Agreement. The Lessee shall have twenty-four (24) hours from the delivery date to inform the Lessor of any discrepancies. If for any reason the Lessee claims the Equipment was not the same as described under this Agreement, the Lessee shall be able to return the Equipment and obtain a full refund for any Rent, Security Deposit, and any other payments made.

- VIII. **NO WARRANTY.** The Lessor makes no warranties, expressed or implied, as to the equipment leased. The Lessee assumes responsibility for the condition of the Equipment.
- IX. **RISK OF LOSS OR DAMAGE.** The Lessee assumes all risk of loss or damage to the Equipment from any cause and agrees to return it to the Lessor in the condition received, with the exception of reasonable wear and tear.
- X. **DAMAGED OR LOST EQUIPMENT** If the equipment is damaged or lost, the Lessor shall have the option of requiring the Lessee to either repair the Equipment to a state of good working order or to replace the Equipment with like-equipment and in equal condition. The final decision for approval of any lost or damaged Equipment will be ultimately up to the Lessor.
- XI. **ASSIGNMENT.** The Lessee is strictly prohibited from assigning or subletting the Equipment in any manner unless written consent is given by the Lessor. In addition, the Equipment may not be used by any person or associate other than the Lessee and their agents, employees, and subcontractors.
- XII. **SEVERABILITY.** If any portion of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XIII. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws located in the State of California.
- XIV. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. This Agreement replaces any and all prior agreements made between the Parties.
- XV. **EXECUTION.** Lessee and Lessor each represent and warrant to the other that each person executing this Agreement on behalf of each party is duly authorized to execute and deliver this Agreement on behalf of that party.

Lessor's Signature: Tobias Sparks Date: April 18th, 2025

Print Name: Tobias Sparks

Title: Founder, Play Marimba Programs LLC

Lessee's Signature: Cena Date: 4/21/25

Print Name: Christina Cena

Title: Principal



Science Is For All
 520 Galvez Mall
 CERAS #228, Stanford, CA 94305 United States

Invoice #000017

Issue date
 Aug 12, 2025

Santa Rosa Schools Professional Development Series

Santa Rosa Unified Science Education Professional Development

This invoice provides a comprehensive overview of the proposed professional development sessions for Santa Rosa Unified Science Education. The initial two-day fall session will feature targeted training and workshop opportunities designed to enhance science teaching practices. The subsequent two-day spring session will offer educators a forum to share progress, collaborate, and integrate new instructional strategies. Detailed below are the recommended dates, budget considerations, and justification for the series of professional development workshops.

Customer

Samuel Martinez
 Santa Rosa Schools
 smartinez@srcs.k12.ca.us
 211 Ridgway Ave
 Santa Rosa, CA 94501

Invoice Details

PDF created August 12, 2025
 \$17,000.00

Payment

Due August 12, 2025
 \$17,000.00

Items	Quantity	Price	Amount
4 Session Training Session and Consulting	1	\$17,000.00	\$17,000.00
Subtotal			\$17,000.00

Total Due **\$17,000.00**



Pay online

To pay your invoice go to <https://squareup.com/u/Okjo79ZJ>
 Or open the camera on your mobile device and place the QR code in the camera's view.



Santa Rosa City Schools Science Education Professional Development

This invoice provides a comprehensive overview of the proposed professional development sessions for Santa Rosa City Schools. The initial two-day fall session will feature targeted training and workshop opportunities designed to enhance science teaching practices that provide increased discourse opportunities for students supporting language development for multilingual learners. The subsequent two-day spring session will offer educators a forum to share progress, collaborate, and integrate new instructional strategies. Detailed below are the recommended dates, budget considerations, and justification for the series of professional development workshops.

Fall – 2 day Session

Possible dates

October 9th-10th

October 16th-17th

November 6th-7th

November 13th-14th

Spring -2 Day

March 5th-6th

March 12th-13th

Item	Cost Per Item	# of Items	Total
Day 1 Session Elementary (6.5 hours)	\$4,000.00	1	\$4,000.00
Day 2 Session Middle + HS (6.5 hours)	\$4,000.00	1	\$4,000.00
Day 3 Session Elementary (6.5 hours)	\$4,000.00	1	\$4,000.00
Day 4 Session Middle + HS (6.5 hours)	\$4,000.00	1	\$4,000.00
Preparation Time for sessions 1 -4 @ 4 hours	\$1,000.00	1	\$1,000.00
		TOTAL COST	\$17,000.00



Budget justification

The proposed budget for the educational consulting sessions encompasses four dedicated training days tailored to different student grade levels, ensuring comprehensive coverage of elementary, middle, and high school curricula. The Day 1 Session for Elementary students, spanning 6.5 hours, is allocated at \$4,000 to account for expert facilitation, customized instructional materials, and interactive activities designed to enhance language development and foundational learning skills.

Similarly, the Day 2 Session for Middle and High School students, also 6.5 hours, incurs a \$4,000 cost to deliver advanced pedagogical strategies, including differentiated instruction and assessment techniques relevant to adolescent development. **Spring Sessions**

The Day 3 Session repeats the Elementary focus at \$4,000 for reinforced learning through follow-up modules and practical applications, while the Day 4 Session for Middle and High School at \$4,000 builds on prior content with deeper explorations of subject integration and student engagement methods. These expenses are essential to provide high-quality, specialized consulting that directly supports educators in improving student outcomes.

In addition to the session deliveries, preparation time for all four sessions, estimated at 4 hours total, is budgeted at \$1,000 to cover the development of session agendas, resource curation, and alignment with client-specific educational goals, ensuring seamless and effective execution. The overall total cost of \$17,000 reflects a strategic investment in professional development that maximizes value by combining targeted instruction with thorough groundwork, ultimately enabling the client to achieve enhanced teaching efficacy and institutional performance without unnecessary overhead.

Santa Rosa City Schools AGREEMENT FOR PHYSICIAN SERVICES

THIS AGREEMENT is hereby entered into by the Governing Board of the Santa Rosa City Schools, hereinafter referred to as “DISTRICT” or “BOARD”, and Santa Rosa Sports Medicine, Inc., hereinafter referred to as CONSULTANT.

1. Term. Services shall begin on July 1, 2025, and shall be completed on or before June 30, 2026., subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this AGREEMENT exceed a term of five (5) years.
2. Services:
 - a. Description of the DISTRICT’s responsibilities and duties:
 - i. Provide information for any services that Santa Rosa Sports Medicine, Inc. may provide to all Santa Rosa City Schools community members as it pertains to student athletes and athletic performance.
 - ii. Align sports medicine practices and language to be consistent with consultations provided by Santa Rosa Sports Medicine, Inc.
 - iii. Evaluation and review of Santa Rosa City Schools sports medicine practices and policies, in collaboration with Santa Rosa City Schools staff, Santa Rosa Sports Medicine, Inc., and Santa Rosa City Schools Athletic Trainers.
 - iv. Santa Rosa City Schools Athletic Trainers will consult with Santa Rosa Sports Medicine, Inc., for guidance with Standing Orders and concussion management, as outlined in Exhibit A & B.
 - b. Description of the CONSULTANT’s responsibilities and duties:
 - i. Provide information to Santa Rosa City Schools regarding any services that may be provided by Santa Rosa Sports Medicine, Inc. to the Santa Rosa City Schools community members as it pertains to student-athletes and athletic performance.
 - ii. Evaluation and review of Santa Rosa City Schools sports medicine practices and policies, in collaboration with Santa Rosa City Schools District staff and Santa Rosa City Schools Athletic Trainers, as needed.
 - iii. Provide support to Santa Rosa City Schools Athletic Trainers in completing their duties as outlined by the Board of Certification for the Athletic Trainer (BOC) Standards of Professional Practice.
 - iv. Provide **timely and responsive** consultation and collaboration to Santa Rosa City Schools Athletic Trainer staff, as needed, in matters pertaining to Standing Orders and traumatic brain injuries/concussions within their scope of practice. (see Exhibit A & B)
 1. Providing medical consultation via telephone, in-person, telehealth, and electronic correspondence
 2. Post-injury consultation with Santa Rosa City Schools personnel and legal guardians of student-athletes (as necessary), consisting

of interpretation of concussion test data, injury management, and return to play/learn considerations.

- v. Provide data from concussion post-injury evaluations and cognitive assessments of student-athletes to Santa Rosa City Schools Athletic Trainers.
3. Compensation. DISTRICT agrees to pay CONSULTANT for services satisfactorily rendered pursuant to this AGREEMENT at an hourly rate of three hundred fifty dollars (\$350.00) per hour. The total fee for services shall not exceed two thousand eight hundred dollars (\$2,800.00)
4. Expenses. Except as set forth herein, DISTRICT shall not be liable to CONSULTANT for any costs or expenses paid or incurred by CONSULTANT in performing services for DISTRICT.
5. Independent CONSULTANT. CONSULTANT, in the performance of this AGREEMENT, shall be and act as an independent CONSULTANT. CONSULTANT 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. CONSULTANT 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 AGREEMENT. CONSULTANT 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 CONSULTANT and CONSULTANT'S employees.
6. Materials. CONSULTANT 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 AGREEMENT. CONSULTANT'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.
7. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONSULTANT services. CONSULTANT agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this AGREEMENT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONSULTANT agrees to furnish DISTRICT with proof of payment of taxes on these earnings.
8. Indemnification:
 - a. CONSULTANT 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 CONSULTANT'S performance or failure to perform its obligations under this AGREEMENT, 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 CONSULTANT 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 CONSULTANT and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONSULTANT's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONSULTANT) will be limited accordingly.

9. Insurance: With respect to the performance of work under this AGREEMENT, CONSULTANT shall maintain and shall require all of its subcontractors, if any, to maintain insurance as indicated below:
- a. Medical Malpractice coverage showing 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 Santa Rosa City Schools."
 - b. Commercial or Comprehensive General Liability Insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000.00 each occurrence, \$2,000,000.00 aggregate. Such insurance shall include, but not be limited to, premises and operations liability, independent CONSULTANT's liability, and personal injury liability.
 - i. Shall be endorsed with the following specific language: "Santa Rosa City Schools, its Governing Board, officers, agents, employees and volunteers."
 - ii. The Certificate Holder should read "Santa Rosa City School District"
 - iii. Be noted in the certificate holder section: Santa Rosa City Schools, 211 Ridgway Ave. Santa Rosa, CA 95401
 - iv. Shall have an Additional Insured Endorsement (Form Number CG 2011 – Additional Insured Managers or Lessors of Premises, or its direct equivalent) must accompany the Certificate of Liability Insurance.
 - c. The CONSULTANT shall maintain valid workers' compensation insurance coverage throughout the duration of this contract and shall provide proof of such coverage upon request.
 - d. The following documentation shall be submitted to the DISTRICT:
 - i. Properly executed certificates of insurance clearly evidencing all coverages, limits, and endorsements required above. The certificates shall be submitted prior to the commencement of services under this AGREEMENT.

- ii. Signed copies of the specified endorsements for each policy. Said endorsement copies shall be submitted within thirty (30) days of execution of this AGREEMENT.
 - iii. Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of DISTRICT'S request.
 - e. Policy Obligations: CONSULTANT'S indemnity and other obligations shall not be limited by the foregoing insurance requirements.
 - f. Material Breach: If CONSULTANT, for any reason, fails to maintain insurance coverage, which is required pursuant to this AGREEMENT; the same shall be deemed a material breach of AGREEMENT. DISTRICT, at its sole option, may terminate this AGREEMENT and obtain damages from the CONSULTANT resulting from the breach. Alternatively, DISTRICT may purchase such required insurance coverage, and without further notice to CONSULTANT, County may deduct from sums due to CONSULTANT any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.
10. Termination:
- a. Either DISTRICT or CONSULTANT may terminate this AGREEMENT without cause by giving sixty (60) calendar days written notice to the other party. In the event of such termination, DISTRICT shall pay CONSULTANT for services satisfactorily rendered to such date within sixty (60) calendar days of termination. 'Services satisfactorily rendered' shall be defined as work completed in accordance with the agreed-upon specifications and standards outlined in this AGREEMENT.
 - 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 AGREEMENT, either party may immediately terminate this AGREEMENT by giving written notice of such termination, stating the reason for such termination. In such event, CONSULTANT 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 AGREEMENT by CONSULTANT.
11. Confidentiality. CONSULTANT 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. CONSULTANT shall ensure that all activities undertaken pursuant to this AGREEMENT comply with these requirements.
12. 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 CONSULTANT prior to termination of this AGREEMENT by DISTRICT or upon completion of the work pursuant to this AGREEMENT.

13. Assignment. The obligations of the CONSULTANT pursuant to this AGREEMENT shall be performed solely by CONSULTANT and shall not be assigned or transferred by the CONSULTANT to any third party or employee/agent of CONSULTANT without the DISTRICT'S prior written consent.
14. 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. CONSULTANT 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 CONSULTANT, CONSULTANT'S business, equipment, and personnel engaged in operations covered by this AGREEMENT or accruing out of the performance of such operations.
15. Permits/Licenses. CONSULTANT 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 AGREEMENT.
16. Entire Agreement/Amendment. This AGREEMENT and any attachments constitute the entire AGREEMENT among the parties to it and supersede any prior or contemporaneous understanding or AGREEMENT with respect to the services contemplated and may be amended only by a written amendment executed by both parties. Should the AGREEMENT terms conflict with any amendments attached hereto, this AGREEMENT shall govern.
17. Notice. All notices or demands to be given under this AGREEMENT 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 AGREEMENT, the addresses of the parties are as follows:
 - a. DISTRICT:

Santa Rosa City Schools
110 Stony Point Rd.
Suite 210
Santa Rosa, CA 95401
707-890-3800
mmartin@srcs.k12.ca.us
 - b. CONSULTANT:

Santa Rosa Sports Medicine
1255 N. Dutton Ave
Santa, Rosa, CA 95401
707-546-9400
dione@srsportsmed.com

18. Nondiscrimination. CONSULTANT 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 AGREEMENT are incorporated by this reference.
19. 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 AGREEMENT requirements. Failure of the CONSULTANT to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the AGREEMENT price or AGREEMENT time due to such unauthorized extra work and the CONSULTANT thereafter shall be entitled to no compensation whatsoever for the performance of such work.
20. Conflict of Interest. CONSULTANT represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this AGREEMENT. CONSULTANT further represents that in the performance of this AGREEMENT, no person having such interest will be employed. If CONSULTANT participates in the planning, development, or negotiation of a AGREEMENT for the District, CONSULTANT may not subsequently acquire a financial interest in that AGREEMENT in violation of Government Code section 1090.
21. Severability. If any term, condition, or provision of this AGREEMENT 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.
22. Governing Law. The terms and conditions of this AGREEMENT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 2025.

CONSULTANT or Authorized Signer:

Signature: *Dione Darracq*

Print Name: Dione Darracq

Title: Office Manager

Email: dione@srsportsmed.com

Phone: 707-322-7930



Date of Signature: 06/17/2025

DISTRICT:

Signature:

Print Name: Lisa August

Title: Associate Superintendent

Email: mmartin@srcs.k12.ca.us

Phone: 707-890-3800

Date of Signature:

Exhibit A

Physician's Standing Orders

The following are general treatment Standing Operating Procedures (SOPs) for injuries/illnesses as seen by the following Certified Athletic Trainer(s) for **SANTA ROSA CITY SCHOOLS**:

1. Evaluate and initiate first aid care for all injuries to all student-athletes.
2. Implement appropriate rehabilitation program to increase range of motion, strength, and agility using those indicated modalities.
3. Clear the student-athlete to return to full or partial activities as the student-athlete progresses. If a student-athlete sees a physician, the student-athlete will secure appropriate medical clearance before they can return to participation. The student athlete must meet the following criterion to be able to safely return to participation:
 - a. 80% strength, full pain-free range of motion, normal gait pattern (if applicable), and present with sufficient function to protect oneself.
 - b. No gross instability
 - c. Normal Circulation, sensation and motor function
 - d. No fracture signs
4. **HEAD:** Evaluate, treat and refer to a physician as indicated. An appropriate healthcare professional trained in the evaluation and management of concussions must evaluate all cases of a suspected concussion, including but not limited to those who experience the mechanism of injury of concussion with associated signs and symptoms (including, but not limited to, ataxia, amnesia, confusion and loss of consciousness). All student athletes with a suspected concussion must follow the CIF Concussion Protocol before returning to participation. Student athletes must complete a Return to Participation protocol with the Certified Athletic Trainer(s) according to the SRCS Concussion Management plan, which follows the guidelines identified by CIF. If no concussion is suspected, the Team Physician designates the Certified Athletic Trainer(s) the responsibility to return an athlete to participation.
5. **NECK:** Evaluate, treat, and refer to a physician as indicated. A physician must evaluate brachial plexus injuries with motor weakness.
6. **UPPER EXTREMITY:** Evaluate, treat, and refer to a physician as indicated. Suspected fractures first time dislocations and elbow dislocations are to be immobilized and referred to a physician for immediate evaluation.
7. **ABDOMEN:** Evaluate, treat, and refer to a physician as indicated.
8. **CHEST:** Evaluate and treat to rule out a Sudden Cardiac Arrest event or other serious cardiac issue, and refer to a physician as indicated.
9. **PELVIS/BACK:** Evaluate, treat, and refer to a physician as indicated.
10. **LOWER EXTREMITIES:** Evaluate, treat and refer to a physician as indicated. Suspected fractures, first-time dislocations and all hip, ankle and total knee dislocations are to be immobilized and referred to a physician for immediate evaluation.
11. **General Physician Referral:** In addition to the specific cases previously mentioned, the Certified Athletic Trainer(s) shall communicate, when necessary, their assessment and management of those non-referred cases in a prompt manner to the Team Physician.
12. Certified Athletic Trainer(s) will communicate with the Team Physician in a timely manner, as needed, regarding athletes injuries, illnesses, rehabilitation, and return-to-participation status.

13. Certified Athletic Trainer(s) may use protocols to provide the above services, as outlined in the SRCS Sports Medicine Manual, SRCS Athletic Packet, CIF guidelines, and BOC Standard of Professional Practice.

Certified Athletic Trainer(s) Written Physician Agreement

**Any substitute or temporary athletic trainer working for SRCS schools must also adhere to these Standing Orders*

<u>Melissa Windrick</u>	<u>2000014992</u>	<u>Melissa Windrick</u>	<u>5/29/2025</u>
Name of Certified Athletic Trainer	BOC #	Signature	Date
<u>Mercedes Zipperle</u>	<u>2000036815</u>	<u>Mercedes Zipperle</u>	<u>5/29/2025</u>
Name of Certified Athletic Trainer	BOC #	Signature	Date
<u>Daniel LaTourville</u>	<u>2000035905</u>	<u>Daniel LaTourville</u>	<u>5/29/2025</u>
Name of Certified Athletic Trainer	BOC #	Signature	Date
<u>Diego Maldonado Guevara</u>	<u>2000057806</u>	<u>[Signature]</u>	<u>05/30/2025</u>
Name of Certified Athletic Trainer	BOC #	Signature	Date
<u>Julie Rudy</u>	<u>070602090</u>	<u>Julie Rudy</u>	<u>07/28/2025</u>
Name of Certified Athletic Trainer	BOC #	Signature	Date

Santa Rosa City Schools 100 Stony Point Rd, Suite 210, Santa Rosa, CA 95401

Name of Organization/Employer of Certified Athletic Trainer(s)

I, **Dr. Ty Affleck of Santa Rosa Sports Medicine, Inc.**, as Team Physician, provide consultation and/or direction to the Certified Athletic Trainer(s) named in their/his/her provision of athletic training services while employed by/working at **SANTA ROSA CITY SCHOOLS**.

At all times, the Certified Athletic Trainer(s) listed above will act within the scope of practice of his/her/their education and training, as defined in the [BOC Standards of Professional Practice](#). The Certified Athletic Trainer(s) will maintain communication with me, when necessary, via the following modes:

- Phone call
- Email
- Other electronic means of communication (ie: fax, text message)

****This document is valid for the time period specified in the contract outlined between Santa Rosa City Schools and Santa Rosa Sports Medicine**

<u>Ty Affleck, MD</u>	<u>G73843</u>	<u>Dr. Ty Affleck</u>	<u>06/17/2025</u>
Name of Team Physician	Medical License #	Signature	Date

Santa Rosa Sports Medicine: 1255 N. Dutton Ave, Santa Rosa, CA 95401

Exhibit B

EDUCATION CODE - EDC

TITLE 2. ELEMENTARY AND SECONDARY EDUCATION [33000 - 65001] (Title 2 enacted by Stats. 1976, Ch. 1010.)

DIVISION 4. INSTRUCTION AND SERVICES [46000 - 65001] (Division 4 enacted by Stats. 1976, Ch. 1010.)

PART 27. PUPILS [48000 - 49703] (Part 27 enacted by Stats. 1976, Ch. 1010.)

CHAPTER 9. Pupil and Personnel Health [49400 - 49590] (Chapter 9 enacted by Stats. 1976, Ch. 1010.)

ARTICLE 5. District Medical Services and Insurance [49470 - 49476] (Article 5 enacted by Stats. 1976, Ch. 1010.)

49475.

(a) If a school district, charter school, or private school elects to offer an athletic program, the school district, charter school, or private school shall comply with both of the following:

(1) An athlete who is suspected of sustaining a concussion or head injury in an athletic activity shall be immediately removed from the athletic activity for the remainder of the day, and shall not be permitted to return to the athletic activity until he or she is evaluated by a licensed health care provider. The athlete shall not be permitted to return to the athletic activity until he or she receives written clearance to return to the athletic activity from a licensed health care provider. If the licensed health care provider determines that the athlete sustained a concussion or a head injury, the athlete shall also complete a graduated return-to-play protocol of no less than seven days in duration under the supervision of a licensed health care provider. The California Interscholastic Federation is urged to work in consultation with the American Academy of Pediatrics and the American Medical Society for Sports Medicine to develop and adopt rules and protocols to implement this paragraph.

(2) On a yearly basis, a concussion and head injury information sheet shall be signed and returned by the athlete and the athlete's parent or guardian before the athlete initiates practice or competition.

(b) As used in this section, "licensed health care provider" means a licensed health care provider who is trained in the management of concussions and is acting within the scope of his or her practice.

(c) This section does not apply to an athlete engaging in an athletic activity during the regular schoolday or as part of a physical education course required pursuant to subdivision (d) of Section 51220.

(Amended by Stats. 2014, Ch. 165, Sec. 3. (AB 2127) Effective January 1, 2015.)



Completed Document Audit Report
Completed with SignWell.com

Title: 25.26 Physicians Agreement & Standing Orders

Document ID: e5236676-4b54-4a24-90f0-762044e9745d









Time Zone: (GMT+00:00) Coordinated Universal Time



Files

25.26 Physicians Agreement & Standing Orders.pdf - 10 pages

Jun 03, 2025 00:12:19 UTC

Activity

 Ryan Thompson IP: 184.23.195.54	created the document (rwthompson@srcs.k12.ca.us)	Jun 03, 2025 00:13:46 UTC
 Ryan Thompson IP: 184.23.195.54	sent the document to doc@srsportsmed.com, dione@srsportsmed.com, and jrudy@srcs.k12.ca.us	Jun 03, 2025 00:18:13 UTC
 Ryan Thompson IP: 184.23.195.54	re-sent the document to doc@srsportsmed.com, dione@srsportsmed.com, and jrudy@srcs.k12.ca.us	Jun 09, 2025 15:24:19 UTC
 Dione Darracq IP: 198.27.245.82	first viewed document (dione@srsportsmed.com)	Jun 16, 2025 21:32:22 UTC
 Dr. Ty Affleck IP: 198.27.245.82	first viewed document (doc@srsportsmed.com)	Jun 18, 2025 02:09:38 UTC
 Dr. Ty Affleck IP: 198.27.245.82	signed the document (doc@srsportsmed.com)	Jun 18, 2025 02:11:15 UTC
 Ryan Thompson IP: 184.23.195.54	re-sent the document to doc@srsportsmed.com, dione@srsportsmed.com, and jrudy@srcs.k12.ca.us	Jun 18, 2025 13:51:08 UTC
 Dione Darracq IP: 73.241.192.238	signed the document (dione@srsportsmed.com)	Jun 18, 2025 15:55:26 UTC

 Julie Rudy	first viewed document (jrudy@srcs.k12.ca.us)	Jul 28, 2025 23:42:08 UTC
IP: 205.155.229.127		
 Julie Rudy	signed the document (jrudy@srcs.k12.ca.us)	Jul 28, 2025 23:49:02 UTC
IP: 205.155.229.127		



Board Target Date: _____

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Panaptic

SCHOOL SITE/DEPARTMENT USE ONLY

Select one of the following: 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): 0 - 0 - 0 - 0 - 0 - 0 - 0 - 0 % 0

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

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

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

Funding Category: Base Supplemental Concentration
 Restricted: _____ Other: No funding needed

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

Contract is: New Contract Amount: 0.00

School Site/Department: Santa Rosa High Number of Individuals Served: 50

Approved at Site by*: Jill Finnerty Date: 08/13/2025
 * Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

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

Contract Created by: Jill Finnerty Role: Site Administrator
 Site/Dept: Santa Rosa High Phone #: 707-877-4884

Proposed Contract Start Date: 09/15/2025 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

Substance Use Prevention Program Agreement

This Substance Use Prevention Program Agreement ("Agreement"), dated 8/12/2025, and effective as of the Effective Date (defined below), is entered into at Santa Rosa, California by and between) Santa Rosa City Schools, a nonprofit corporation, 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, Santa Rosa, California 95401 ("Panaptic"). Client and Panaptic are also referred to in this Agreement individually as "Party" and collectively as "Parties."

RECITALS

1. Panaptic is the developer of a comprehensive evidence-based Substance Use Prevention Program for Client to utilize with their youth or students population, parents and educators (the "Program").
2. The Program is based on prevention research and studies, and provides the Client with a community prevention platform targeting teenagers by integrating E-learning prevention courses and additional interactive services.
3. Client desires to launch and sustain the Program for its youth or student population, and the parents and educators who support their learning and well-being.
4. The User ("User") is the teenager and/or student population, the parent and the educator supporting the learning and well-being.
5. Accordingly, Client and Panaptic desire to enter into an agreement under the provisions set forth below, providing for the ongoing services Panaptic provides to enable Client to implement the Program.

The Parties therefore agree as follows:

TERMS AND CONDITIONS

- 1) *Professional Services & Deliverables*. Panaptic shall provide the services identified in the Scope of Work attached as **Exhibit A**.
 - a) Panaptic retains all rights, titles, and interests in and to the Program, including without limitation all of the software used to provide the Program and all logos and trademarks reproduced through the Program, and this Agreement does not grant Client any intellectual property rights in the Program or any of its components.
 - b) Panaptic shall provide such training on use of the Program as identified in the Scope of Work. Panaptic and Client shall mutually agree upon time and place of such training.

- 2) *Client Obligations.* Client shall cooperate with Panaptic in the provision of the Program and shall provide Panaptic with all user information as may be required for Panaptic's performance of the Program. Client shall cooperate with Panaptic in the provision of the Program and shall provide Panaptic with the name, email and of the Users of the program. In the event User is a minor, Client shall also confirm Panaptic that Client was provided with User's parents authorization to participate to the Program. Client agrees and acknowledge that it is Client's duty to ensure that the parents have granted their authorization for their youth to participate to the Program.
 - a) Client hereby grants Panaptic a license to include Client's primary logo in any Program material, including but not limited to Panaptic's online Program interface for the purpose of customizing Client's branding of the Program.
- 3) *Payment.*
 - a) *Program Fees.* Client shall pay Panaptic the Program Fees according to the Payment Schedule outlined in Exhibit A.
- 4) *Effective Date.* This Agreement shall be effective, commencing as of 9/1/2025 and shall continue in effect thereafter from year to year, unless notice is given by either party to the other of termination of this Agreement on the expiration of its original period or on the expiration of any one of such additional yearly periods. Any notice of termination must be given at least 90 calendar days before the termination date.
- 5) *Confidential Information.*
 - a) *Confidential Information.* Confidential Information is any personal information identifying User which is provided by Client to Panaptic as required in section 2- Client Obligations. Confidential Information may include User's name, email and date of birth, if required.
 - b) Neither Client or Panaptic shall use confidential information for any purpose other than to facilitate the transactions contemplated by the Program. The parties: (a) shall not disclose Confidential Information to any employee or contractor of the Party unless such person needs access in order to facilitate the Program and executes a nondisclosure agreement with Recipient with terms no less restrictive than those of this Section 5; and (b) shall not disclose Confidential Information to any other third party without Discloser's prior written consent. Without limiting the generality of the foregoing, each Party shall protect confidential information with the same degree of care it uses to protect its own confidential information of similar nature and importance, but with no less than reasonable care. Recipient shall promptly notify Discloser of any misuse or misappropriation of confidential information that comes to Recipient's attention. Notwithstanding the foregoing, Recipient may disclose Confidential Information as required by applicable law or by proper legal or governmental authority. Recipient shall give Discloser prompt notice of any such legal or governmental demand and reasonably cooperate with Discloser in any effort

to seek a protective order or otherwise to contest such required disclosure, at Discloser's expense.

- c) *Research Data.* Notwithstanding to the above sections 5 a) and 5 b), Client acknowledges and agrees that Panaptic may collect and maintain Research Data resulting from the analysis of the Program's results, which is useful for ongoing research purposes, Program evaluations and improvement of Program effectiveness. Panaptic shall remove or change from the Research Data any Confidential Information that could identify User, and shall not share or disclose Confidential Information without User prior written consent.

6) *Ownership Of Intellectual Property.*

- a) Any and all discoveries, copyrightable works, creations, trademarks, patents or inventions (including but not limited to improvements and modifications) (collectively, "Intellectual Property") that Panaptic has previously, solely or jointly with others, conceived or made or may conceive or make during the period of this Agreement, without limitation, shall be the sole and exclusive property of Panaptic.
- b) The written, printed, graphic, or electronically recorded materials furnished by Panaptic for use by the Client are Proprietary Information and the property of Panaptic. Proprietary Information also includes but is not limited to any and all information (excluding information in the public domain and any information generally known in the industry) related to any business of Panaptic, including, without limitation, each and every plan, business plan, business method, advertising or promotional plan, business process, procedure, invention, format, trade secret, computer program, as well as all business data, business data configurations, drawings, designs, marketing techniques, information concerning pricing and pricing policies, discounts, rebates, marketing and production information, data and techniques, supplies, methods and manners of operations, specific customer requirements, customer lists, and potential customer lists.
- c) Client and its employees, contractors, and agents shall maintain in confidence and shall not, directly or indirectly, disclose or use, either during or after the term of this Agreement, any Proprietary Information or confidential information or know-how belonging to Panaptic, whether or not it is in written or permanent form, except to the extent necessary to perform the services contemplated by this Agreement. On termination of services by Panaptic, or at the request of Panaptic before termination, Client shall deliver to Panaptic all material in Client's possession relating to Panaptic's business. The obligations concerning Proprietary Information extend to information belonging to Panaptic's partners about whom Client may have gained knowledge as a result of Panaptic having performing the services.

- 7) *Indemnification.* Client shall defend and indemnify Panaptic and its officers, directors, shareholders, employees, agents, and representatives, against any third party claim, suit, or proceeding arising out of or related to Client's alleged or actual use of, misuse of, or failure to use the Program services, including without limitation (i) claims by Client's

users, students, parents, subscribers, and employees, and (ii) claims related to unauthorized disclosure or exposure of personally identifiable information or other private information (collectively, any “Indemnified Claim”).

IN NO EVENT WILL PANAPTIC BE LIABLE TO CLIENT FOR ANY CONSEQUENTIAL, INDIRECT, SPECIAL, INCIDENTAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT.

8) *Termination.* If this Agreement is terminated for any reason whatsoever, whether by expiration of its term or otherwise, all future and continuing rights and obligations under it will terminate, except for:

a) The obligations to create reports, to pay all sums accrued under this Agreement, and to maintain the confidential nature of the Program information will survive after termination of this Agreement.

The obligations to create reports, to pay all sums accrued under this Agreement, maintain the confidential nature of the Program such that it will survive after termination of this Agreement.

b) All of Client’s obligations to return documents and other items will survive termination of this Agreement.

c) Any claim or cause of action for breach or violation of this Agreement existing as of the date of termination will survive termination of this Agreement and remain in full force and effect until such rights and obligations are fully discharged.

d) All rights and obligations of the parties under Section 6 of this Agreement relating to indemnification and this Section 6 shall survive termination of this Agreement.

9) *Events of Default.* Each of the following will constitute an “Event of Default” under this Agreement:

a) Client fails to pay any amounts due under this Agreement and such default continues for 30 days after such payment is due.

b) Client fails to perform or observe any term, covenant, or undertaking in this Agreement to be performed or observed by Client and such default continues for 30 days after such performance is due unless within that time period Client has promptly commenced and continues diligent efforts to remedy the default, in which event Client shall have such additional time as is required, but not more than 45 days after such performance is due to remedy the default before an Event of Default occurs.

10) *Remedies.* In the Event of Default, Panaptic shall be entitled to the following remedies:

a) If Client is in default on any payment due under this Agreement, the amount in arrears will bear interest from the date of the default until the amount is paid in full, at

a rate equal to the maximum rate allowed by the laws of the State of California. This interest will be compounded annually from the date of default and shall be payable on demand.

- b) Panaptic may terminate this Agreement, and such termination will be without prejudice to any other rights or claims Panaptic may have against Client.

GENERAL PROVISIONS

11) *Representations and Warranties.*

- a) The parties have the power to enter into and perform this Agreement, and the execution of this Agreement has been duly authorized by all necessary corporate action.
- b) This Agreement constitutes a valid and binding obligation on each party, enforceable in accordance with its terms.
- c) No suit, action, arbitration, legal, administrative, or other proceeding or governmental investigation is pending or threatened against or affecting the parties, their business or properties, their financial or other condition, or the transactions contemplated under this Agreement.
- d) No consent or approval of any other person or governmental authority is necessary for this Agreement to be effective.
- e) Neither the execution or delivery of this Agreement nor the consummation of the transactions contemplated by it would constitute a default or violation of the parties' articles of incorporation, bylaws, or any license, lease, franchise, mortgage, instrument, or other agreement.

12) *Prohibition of Assignment and Delegation.* Neither party to this Agreement may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party to this Agreement, which consent may be withheld in that party's sole and absolute discretion. Despite such consent, no assignment will release the assignor from any of its obligations or alter any of its primary obligations to be performed under the Agreement.

Any attempted assignment or delegation in violation of this provision is voidable at the option of the nonassigning and nondelegating party and will entitle that party to terminate this Agreement.

As used in this provision, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance, or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity,

whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

- 13) *Binding Effect.* This Agreement will inure to the benefit of and be binding on the successors and permitted assigns of Client and Panaptic.
- 14) *Notice.* All notices, consents, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall conclusively be deemed effective (1) on personal delivery, (2) on confirmed delivery by courier service, (3) on the first business day after transmission if sent by confirmed facsimile transmission or (4) 3 days after deposit in the United States mail, by first class mail, postage prepaid, addressed to the party to be notified as set forth below:

To Panaptic, Inc.:

930 Mendocino Avenue, Suite 202
Santa Rosa, CA 95401

To Client:

Santa Rosa City Schools
110 Stony Point Road, Suite 210
Santa Rosa, CA 95401

Any party may change its address for purposes of this paragraph by giving written notice of its new address to the other party in the manner set forth above.

- 15) *Headings.* The headings in this Agreement are included solely for convenience of reference and shall not affect the interpretation of any provision of this Agreement or any of the rights or obligations of the parties to this Agreement.
- 16) *Word Usage.* Unless the context clearly requires otherwise, (a) usage of plural and singular forms of words are each deemed to include the other; (b) the masculine, feminine, and neuter genders are each deemed to include the others; (c) the words "shall," "will," or "agrees" are mandatory, and "may" is permissive; (d) "or" is not exclusive; and (e) "includes" and "including" are not limiting.
- 17) *Ambiguities.* Each party and its counsel have participated fully in the review and revision of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not be applied in interpreting this Agreement.
- 18) *Severability.* Any provision of this Agreement that in any way contravenes the law of any state or country in which this Agreement is effective will, in that state or country, to the extent the law is contravened, be considered separable and inapplicable and will not affect any other provision or provisions of this Agreement.

- 19) *Counterparts*. This Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument.
- 20) *Amendments/Modification of Agreement*. This Agreement may be supplemented, amended, or modified only by the parties' mutual agreement. No supplement, amendment, or modification of this Agreement will be binding unless it is in writing and signed by both parties.
- 21) *Integration*. This Agreement and all other agreements, exhibits, and schedules referred to in this Agreement constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation or warranty outside those expressly set forth in this Agreement.
- 22) *Exhibits*. The attached exhibits constitute a part of this Agreement and are incorporated into this Agreement by this reference:
- a) Exhibit A – Scope of Work.
- If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, the provision of this Agreement will prevail.
- 23) *No Waiver*. No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by this Agreement will 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 will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor will any waiver constitute a continuing waiver unless the writing so specifies.
- 24) *Governing Law and Choice of Forum*. This Agreement, and any dispute arising from the relationship between the parties to this Agreement, will be governed and determined by California law, including any laws that direct the application of another jurisdiction's law. Any dispute that arises under or relates to this Agreement (whether contract, tort, or both) will be resolved exclusively in California State Superior Court County of Sonoma, and the parties expressly waive any right they may otherwise have to cause any such action or proceeding to be brought or tried elsewhere.
- 25) *Attorney Fees*. In any litigation, arbitration, or other proceeding by which one party either seeks to enforce its rights under this Agreement (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, together with any costs and expenses, to resolve the dispute and to enforce the final judgment.

IN WITNESS WHEREOF, Client and Panaptic have caused this Agreement to be executed by their respective duly authorized officers on the dates and at the places indicated below.

Date: _____

Panaptic, Inc.

By: _____
Richard Von Feldt, CEO

Date: _____

Santa Rosa City Schools

By: _____
Name: Lisa August
Title: Superintendent

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.
 - 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 licenses for:
 - (1) 75 – Santa Rosa High School student licenses
 - (2) 75 - Santa Rosa High School parent licenses
 - (3) 10 - Santa Rosa High School educator licenses
 - b) Duration of License: Each license will grant access starting at the beginning of the Program start date September 1, 2025, and end date shall be August 31, 2026.

- c) Student, parent and educator registration codes will be sent by Jill Finnerty, Santa Rosa High School Client Official, prior to the implementation date.
 - d) Jill Finnerty, Vice Principal, is the designated Santa Rosa High School Client official. Client may designate a new administrator once the program begins. This administrator will have access to E-Learning platform to review completion updates in real time. No individual scores or assessment data will be provided to ensure the confidentiality of all E-learning users. Administrative access will be denied upon termination of the licensing Agreement.
- 4) *Course Research Summary:* Client will receive its research findings based on pre-and post-survey questions to learn more about the attitudes, beliefs and behaviors of its students, parents and teachers. Client will also receive a yearly prevention summary that outlines data to evaluate prevention program 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.
- 5) *Custom-branded school landing page:*
- a) 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.



Youth Group Convivencia Info Sheet and Memorandum of Understanding

Dear Partners,

Thank you for the opportunity to partner with you. This document describes briefly about Humanidad Therapy & Education Services, the *Convivencia* research project, and partner agreements, memorandum of understanding.

The mission of Humanidad is to strengthen Latinx lives by increasing access and utilization of culturally proficient community mental health resources. We transcend barriers and reduce stigma by providing bicultural therapist training, community education, and culturally sensitive therapy services for individuals, groups and families.

Convivencia Evaluation Project

Humanidad has been recognized by the California Department of Public Health, Office of Health Equity for its blending of cultural practices with therapy principles and practice. The Department of Public Health is funding Humanidad to test if the community defined practice of *Convivencia* combined with group therapy helps improve mental health. Prior to the State funded Evaluation Project, Humanidad facilitated *Convivencias* and clients reported feeling better. *Convivencia* is a practice that Latinos have engaged in for generations, as a way to come together for social functions. Humanidad layers the cultural practice of *Convivencia* with a therapeutic process for addressing challenges in participants' lives. Group *Convivencia* is an 8 week therapeutic support group. The therapy group is co-facilitated by therapists who are bilingual, bicultural, and licensed or registered with the California Board of Behavioral Sciences. Additionally, Humanidad Education Services has been granted IRB approval to provide Youth Group *Convivencias* at our local Schools, by the state of California.

Convivencia is an open and inviting communal gathering to share personal life experiences with mutual understanding and respect. As a group therapy designed by Humanidad, it encourages peer-to-peer support with a focus on meaningful communication for increased mental health wellness. It also helps to reduce stigma and exclusion by engaging Latinos in a non-threatening practice that is culturally understood and accepted.

What happens during Group Convivencia?

We start by welcoming participants at the beginning of every session to a snack service. Participants are greeted by a cultural display at the center of a small circle of chairs and music playing in the background. Participants check in, exchange communication. Facilitators stop the music and bring participants together to begin the group session. Participants are invited to share issues or challenges that may be impacting them, or something that's on their mind. Myriad topics such as sociocultural stressors, including racism, poverty, acculturation, threats by immigration, family loyalty, family dislocation, separations, child rearing, and dynamics with romantic partners, for example are shared.

Clinicians provide a therapeutic container of process and reflection. Humanidad staff refer participants to resources in the community and individual therapy if needed.

Summary *Group Convivencia* participants regard the program as an effective intervention for emotional and mind care, as demonstrated through voluntary anonymous feedback. Participants are encouraged to observe their thoughts and develop attunement to their feelings. Through the *Convivencia* framework of sharing stories, experiences, and hopes, healing is reached.

Memorandum of Understanding

Partner Expectations

- Partners will help recruit 8 to 10 Bilingual speaking youth participants.
- Partners will provide a comfortable setting suitable for the confidential group therapy process to take place. The space required is for 1 hour per week for 11 consecutive weeks.
- Allow Humanidad Therapy staff for 30 minutes after *Convivencia* for debrief.
- Partners will provide clinicians access to a room where therapy will be facilitated.
- The partner will provide contact information of School staff who are directly supporting *Convivencia* for purposes if there are changes with room availability .

Humanidad Therapy and Education Services, Commitments and Requests

- Humanidad will provide two experienced clinicians to facilitate group therapy.
- Humanidad will complete intakes and provide the School Counselors permission slips for youth to take home and return to the School Counselors, filled-out by their parents. Additionally, the Humanidad Clinical team will obtain consent from every youth participant.
- Humanidad will provide snack service.
- Youth Group *Convivencia*, due to this being a research study, participants are invited to volunteer to complete a pre and post survey and participate in a focus-group.
- Humanidad staff will be on School campus only during *Convivencia* and other functions as needed coordinated with Counseling staff.

Humanidad is available for staff training on mindfulness, mental health lectures/dialogues and Community Convivencias, a one-time gathering for students, parents/caregivers within our SRCS-Schools. Thank you for your partnership. My telephone number is 707-525-1515, my email address is ccendejas@humanidadtherapy.org,

Sincerely,

Claudia Cendejas
Executive Director.

_____	_____	_____
Signature	Title	Date

_____	_____	_____
Signature	Title	Date

_____	_____	_____
Signature	Title	Date

Memorandum of Understanding (MOU)
between
Santa Rosa City Schools
and
Paws As Loving Support Assistance Dogs
regarding
Social, Therapy Dog Teams

1. PREAMBLE

This Memorandum of Understanding (hereinafter "MOU"), dated as of March 26, 2025 (hereinafter "Effective Date") is by and between Santa Rosa City Schools and Paws As Loving Support (PALS) Assistance Dogs, a California non-profit 501(c)(3) organization, with regards to Social, Therapy Teams (hereinafter "PALS Dog Teams").

2. PURPOSE

The purpose of this Memorandum of Understanding (MOU) is to delineate the roles and responsibilities of Santa Rosa City Schools and PALS regarding services provided by PALS Dog Teams.

3. DEFINITIONS

PALS Dog Team: Unlike "Service Dogs" which are defined under the Americans with Disabilities Act, "Social, Therapy Dog Teams" are not legally defined. "Social, Therapy Teams", as defined in this MOU, have been trained by PALS to visit appropriately with students and staff.

PALS Dog Teams:

- Have attended a 15-hour PALS' Social, Therapy, and Reading team training class, have passed a 17-point evaluation, and have been mentored a minimum of 3 visits at a PALS approved site.
- Have been evaluated for behavior, temperament, and handling skills. Each dog has been certified by a veterinarian annually as healthy, current on all required vaccinations and free of parasites (e.g., worms, ticks, and fleas)
- Each dog is at least 12 months of age.
- Each dog is friendly and not aggressive.
- Each dog will wear a PALS cape.
- Each dog is licensed by Sonoma County Animal Services; and
- Are certified by PALS to have the ability to work safely as part of a PALS Dog Team in an educational site.

PALS Dog Teams are not allowed public access like Service Dogs but can go wherever pet dogs are allowed and where they have been approved to visit.

Memorandum of Understanding (MOU)
between
Santa Rosa City Schools
and
Paws As Loving Support Assistance Dogs
regarding
Social, Therapy Dog Teams (cont'd)

In addition, PALS Dog Teams: As defined in this MOU, a PALS Dog Team consists of one handler and one dog unless permission has been granted to take two dogs to a specific site.

- The handler will wear the PALS' uniform when volunteering.
- Each handler is at least 18 years old.
- Each handler is aware of the confidentiality requirements needed to be a volunteer.
- Each PALS dog team is covered by an insurance policy of one million/three million dollars of liability insurance per incident as a PALS volunteer.
- Each PALS dog team has been certified by PALS to have the ability to work safely at an educational site.

PALS agrees that its volunteers will strive to provide for the needs of the school, students, and staff to the best of its ability. Each PALS volunteer will volunteer within Santa Rosa City Schools's and PALS' guidelines.

 Nancy Pierson
Paws As Loving Support Assistance Dogs

Nancy Pierson
Signature

Memorandum of Understanding (MOU)
between
Santa Rosa City Schools
and
Paws As Loving Support Assistance Dogs
regarding
Social, Therapy Dog Teams (cont.)

DATE: _____

FROM: _____
(Santa Rosa City Schools Representative - Please Print Name & Title)

Santa Rosa City Schools's representative understands that she/he/they should call the PALS' office should any staff member have any concerns or questions about a PALS Dog Team.

The PALS Dog Team should be supervised or accompanied by a staff member while the PALS Dog Team is on their campus.

We understand that the PALS Dog Team may decline visiting any area that may be unsafe or inappropriate for the PALS Dog Team.

PALS Dog Teams will follow CDC, California Public Health, and PALS' guidelines when interacting with staff and/or students while visiting Santa Rosa City Schools.

Santa Rosa City Schools Representative
(Please Sign Name)

Title

Memorandum of Understanding (MOU)
between
Santa Rosa City Schools
and
Paws As Loving Support Assistance Dogs
regarding
Social, Therapy Dog Teams (cont.)

Please make a copy of pages 1-4 to keep for your records.
Please return pages 3 and 4 to PALS, 7580 Covey Road, Forestville, CA 95436

Name Santa Rosa City Schools

Address 1235 Mendocino Ave.

City and Zip Code Santa Rosa, CA 95401

School's E-Mail _____

School's Telephone and Fax Number _____

Name of Staff Contact Person _____

Title of Contact Person _____

Telephone _____ E-Mail _____

Administrator's Name _____

Title

Telephone _____ E-Mail _____

Visitation Preferences # of PALS Team/s _____

Individual classroom Yes___ No___ If yes, teacher's name _____

Wellness Center Yes___ No___ Counselor's Name _____

Library Yes___ No___

Day/s _____

Hours 12:45-1:25 pm once/week

Anything else that PALS should know about visiting Santa Rosa City Schools?



Customer: **SANTA ROSA CITY SCHOOLS**
 VIP Membership Number: **9A33109F73936058AD3A**
 Date: **13-AUG-2025**
 Currency: **USD**

Products and Services

SKU	Product Description	Billing Cycle	Qty	Unit of Measure	License Term		Annual Unit Price	Term Unit Price	Total Fees
					Start Date	End Date			
65291782BB04A12	Creative Cloud ALL MLP Entrprse Lic Sub Rnw MUN K12 SCHOOL SITE 2G - K12 SCHOOL SITE 2G	Yearly In Advance	1,000	Per User	31-AUG-2025	30-AUG-2026	4.92	4.92	4,920.00
								Total Fee:	4,920.00
								Estimated Tax*:	0.00
								Grand Total Fee including Estimated Tax*:	4,920.00

*Estimated Taxes may change, as tax rates current at the time of invoice will apply. Actual taxes due will show on Customer's invoice.

Sales Order Terms and Conditions

- All Products are licensed under the Adobe VIP terms and conditions: <https://www.adobe.com/go/vip-terms>. ("VIP Agreement") and this Sales Order. Customer acknowledges and agrees that it is bound to the VIP Agreement. If there is any conflict between this Sales Order and the VIP Agreement, then the terms of this Sales Order shall control. VIP Member is Customer for the purposes of this Sales Order. Customer must pay in full within 30 days of the invoice date in accordance with the invoice. Accounts are enabled when Adobe books Customer's order; Adobe may adjust the License Term Start Date and extend the End Date accordingly.
- Notwithstanding other payment provisions, payment is due upon receipt of invoice and must be made by credit card, if (a) the Total Annual Fee listed above is \$2,500.00 USD (or equivalent) or less, or (b) Member will pay by Credit Card.
- All pricing described in this Sales Order is contingent upon Customer placing an order with Adobe no later than 13-SEP-2025. Any terms or conditions in Customer's purchase order or any other related documentation submitted by or on behalf of Customer to Adobe do not form part of this Sales Order and the VIP Agreement and are void.



By placing an order with your Adobe Phone representative, you acknowledge and agree to the terms of this Sales Order.

Customer:	SANTA ROSA CITY SCHOOLS	Adobe:	Adobe, inc.
Billing Address:	211 RIDGWAY AVE, SANTA ROSA CA 95401-4320 UNITED STATES	Address:	345 Park Avenue San Jose CA 95110-2704
Contact:	Vick chanthashivakul- vchanthashivakul@srcs.k12.ca.us	Contact:	NEHA VIJ nvij@adobe.com
PO Number:			





RENEWAL QUOTE

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

QUOTE # 1389098-1
DATE: APRIL 1, 2025

TO:
Dale Horine
Hilliard Comstock Middle School
2750 W STEELE LN
SANTA ROSA, CA 95403

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
Linelle Gorman	A17-1783876	August 28, 2025 - August 28, 2026	August 28, 2025

SUBSCRIPTIONS	QUANTITY	LIST UNIT PRICE	NET PRICE
IXL site license (Grades 7-8) Subjects: Math, ELA, Science, and Social studies	425	\$24.75	\$10,518.75
Total Price			\$10,518.75

TOTALS	
Total Subscriptions List Price	\$10,518.75
Grand Total	\$10,518.75

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 # 1389098-1. For international accounts, we can accept wire transfers for an additional fee.



SALES CONTRACT

CONTRACT #1389098-1

April 1, 2025

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

CUSTOMER

Dale Horine
Hilliard Comstock Middle School
2750 W STEELE LN
SANTA ROSA, CA 95403

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Linelle Gorman	A17-1783876	1389098-1	August 28, 2025 - August 28, 2026

PAYMENT PLAN

Amount	Invoice date
\$10,518.75	September 11, 2025
TOTAL	\$10,518.75

Price valid until August 28, 2025

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE


Lisa August (Aug 29, 2025 13:10:27 PDT)

DATE



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

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

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
 - a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
 - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:

Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com

Completed sales contracts should be emailed to your sales consultant.



August 28, 2025

500 Capitol Mall

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Suite 1700

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Sacramento

•

California 95814

•

TEL: 916 . 446 . 7517

•

FAX: 916 . 446 . 2011

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www.sscal.com

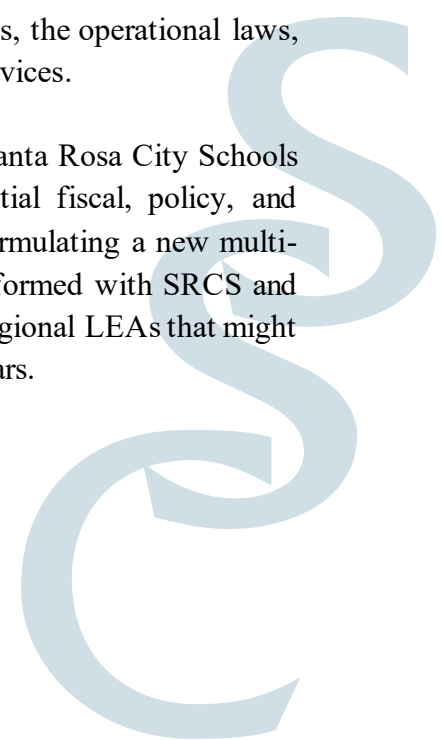
John Fischer
Executive Director, Special Services Office
Santa Rosa City Schools
110 Stony Point Road, Suite 210
Santa Rosa, California 95401

Dear John Fischer:

Thank you for your interest in having School Services of California Inc. (SSC) provide consultation and facilitation support for the potential formulation of a new multi-district Special Education Local Plan Area (SELPA). Our goal when providing consultation support is to assist the client in analyzing current Education Code, state revenue allocations, historical practices, and local priorities to inform decisions related to the distribution of funds for programs and services provided to students with disabilities (SWD).

We offer an experienced team with a track record of successfully supporting local educational agencies (LEAs) and SELPAs throughout California on SELPA-related issues such as allocation policy formation, Education Code alignment, and engagement with regional interest holders on regionalized services via a SELPA. Our expertise in special education includes an understanding of the fiscal and compliance requirements, the operational laws, and program objectives impacting local regionalized services.

The goal for this consultation will be to identify for Santa Rosa City Schools (SRCS) the mandated steps and requirements; potential fiscal, policy, and programmatic implications; and regional impacts of formulating a new multi-district SELPA. Consideration will include a SELPA formed with SRCS and the potential to incorporate SELPA membership from regional LEAs that might consider shifting SELPA membership in the coming years.



Consultation Scope and Methodology

The formation of a new SELPA must be a collaborative effort with local interest holders, requires consideration of special education revenues, implications for expenditures and operation of regionalized programs, and may include unique issues related to local SWD needs and programs. SSC consultants will work with SRCS staff to develop simulations and comparisons to existing SELPA policy and revenue components. Additionally, a review of recommended steps, timing, and eventual assignment of SELPA-mandated responsibilities and reporting will be included.

Phase One—Data Review and Analysis

SSC consultants will work with SRCS staff to gather documents and data including current information related to allocation policy, current programs, services, SWD served, and staffing where appropriate. State-certified data related to principal apportionment and special education revenue, along with local data to inform potential allocation policy development will be utilized. SSC staff will coordinate with SRCS staff to develop information and data resources for consideration by local decision-making leadership and potential SELPA members. Resources for the development of SELPA policy and guidelines will be shared.

Topics that may be included in the analysis:

- Allocation methodology for revenues, including federal and state resources for special education, property taxes, and any revenue transfers
- Recommended documentation and tracking for expenditures, including necessary bill-back
- Cost pool considerations
- Mandated SELPA activities, including annual reporting and compliance monitoring
- Regional program components, including staffing, facilities, materials, and overhead costs
- Data and documentation requirements or requests

Phase Two—Facilitation and Consensus Building

After the completion of Phase One, SSC consultants will work with the SRCS staff to determine the need for facilitation support in communication to internal and external interest holders, potential LEA members outside of SRCS, and the family community. Under an hourly service delivery model, in-person and/or virtual facilitation sessions may be scheduled, with a recommendation for at least two in-person sessions to communicate the work and to identify

potential governance structure for the SELPA Governance Council. A final presentation about the process and outcome of the formation of a SELPA will be generated in collaboration with SRCS and may be delivered by SSC staff by request.

About SSC Staff

Staff for this project may include two consultants from SSC. Each portion of the project will be led by a member of our firm with special expertise in the assigned area:

Linette Hodson, Director, Management Consulting Services, has 32 years of experience in public education, including 18 years at an executive cabinet level. In each and every role, her focus has always been to improve educational outcomes for students. She has spent the past decade in a Chief Business Official (CBO) role; and as CBO, she had direct oversight of the human resources department, including serving as the lead negotiator for more than 15 years. Linette also spent more than 10 years as an Assistant Superintendent of Student Services/Special Education. Her career path includes being an elementary school teacher, curriculum resource teacher, and site administrator. Linette has extensive training and experience in collaboration and leadership building strategies, including: alternative dispute resolution, administrator coaching, facilitation, interest-based bargaining, and implementation strategies. Linette received a Bachelor of Arts degree in Elementary Education from Central College in Pella, Iowa, and a master's degree in Education Administration from California State University, Bakersfield.

Anjanette Pelletier, Director, Management Consulting Services, brings 25 years of special education experience to School Services of California Inc. (SSC), including program development, professional learning networks, Alternative Dispute Resolution training, and expertise in special education legislation and fiscal policy. She has advanced training in dispute prevention, resolution techniques, and facilitation strategies, and uses these skills to lead professional learning and improvement teams. Anjanette is a Licensed Educational Psychologist and has supported local educational agencies (LEAs) in roles from school psychologist to Associate Superintendent for the San Mateo County Special Education Local Plan Area (SELPA). She obtained a Bachelor of Science in Psychology from the University of California, Berkeley, and a Master of Science in Clinical Child and School Psychology from the California State University, Hayward.

Anticipated Timelines

The analysis supporting formation of a new multi-district SELPA will commence at an agreed-upon date after the approval and return of the signed contract to SSC. The timeline for the analysis is proposed to be six weeks to cover the initial data collection, analysis, and development of various simulations and documentation to support the SRCS decision-making about this process.

Additional work on communication strategies, facilitation of meetings or presentations regarding the process, and other interest holder engagement will be completed as agreed at mutually agreeable times on an hourly basis. Note that the timeline is dependent upon completion of initial work phase and may be modified accordingly.

Project Fees

The project fees are as follows:

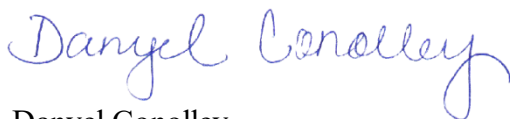
- a. A \$15,700 base fee that includes a virtual project orientation meeting and development of a calendar of consultation and facilitation sessions, as well as an initial fiscal analysis of current SELPA funding, projected SRCS funding, simulations for SRCS, comparison charts of revenue and potential expenditure for regionalized services.
- b. Phase two activities, including external communication documentation, consultation regarding SELPA policy and procedures, and facilitation support will be billed at the rate of \$335 per hour, per consultant, not to exceed \$16,000, plus expenses, relative to completion of the project. Expenses are defined as actual, out-of-pocket expenses, such as travel, meals, shipping, and duplication of materials.

We will submit monthly billings for services associated with the project.

After reviewing the proposal, if you decide that the proposed scope should be expanded or contracted, we would be happy to make modifications and provide a revised estimated fee. If the proposal meets your approval, please let us know and we will send you the finalized proposal and Agreement for Special Services via DocuSign for signature. Our proposal is valid for 60 days from the date of this letter.

We appreciate the confidence you have in our firm and would be pleased to discuss our proposed consultation and facilitation support for the potential formulation of a new multi-district SELPA at more length. Please call if you have any questions about the proposal.

Sincerely,



Danyel Conolley
Vice President



CDW Education
 75 Remittance Drive, Suite 1515
 Chicago, IL 60675

Prepared For	Estimate Date	Estimate Number
Santa Rosa City Schools 211 Ridgway Avenue Santa Rosa, CA 95401	03/10/2025	0078428

Description	Rate	Qty	Line Total
GOO-EDP-0019 Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year Annual Pay - More Than 10k Licenses (Student): Google Workspace for Education Plus ; CITE Contract pricing Licensed Domains: srcs.k12.ca.us License Term: 2025-08-03 - 2026-08-02	\$3.38	14440	\$48,807.20
GOO-EDP-0013 Google Workspace for Education Plus - Multi Year - Google Workspace for Education Plus - 3 Year (Staff): Google Workspace for Education Plus Licensed Domains: srcs.k12.ca.us License Term: 2025-08-03 - 2026-08-02	\$0.00	3610	\$0.00
		Subtotal	48,807.20
		Tax	0.00
		Estimate Total (USD)	\$48,807.20

Notes

Expecting a quote from Amplified IT? Amplified IT is now a part of CDW! We're moving all of the Amplified IT's products on to CDW's systems. This means quotes and invoices will come from CDW and Purchase Orders need to be made out to CDW. Unfortunately we will no longer be able to accept Purchase Orders made out to Amplified IT for these products. If you have any questions ask your Account Manager or GCS rep.

Student Enrollment Verification Letters are required for all first time Education Standard and Education Plus orders. These letters confirm the number of students at your institution. This must align with the number of licenses you intend to buy, and must be returned with your PO before we complete your order.

Please note as required by Google you must purchase Google Workspace for Education and Google Voice from the same Reseller. All quotes are subject to Google confirmation of staff or student population size.

Terms

About Us <https://www.cdwg.com/content/cdwg/en/about/overview.html>

Privacy Policy <https://www.cdwg.com/content/cdwg/en/terms-conditions/privacy-notice.html>

Terms and Conditions <https://www.cdwg.com/content/cdwg/en/terms-conditions.html>

Please send purchase orders to cdwg@amplifiedit.com or fax to 757-585-3550. If possible, please also include a copy of your organization's tax-exempt certificate with your purchase order. An exemption certificate is required to process Google Voice orders.

This email was sent by CDW Government LLC. All information and offers are subject to the CDW•G Terms and Conditions, and CDW•G policies.

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Company:
SANTA ROSA CITY SCHOOLS



Proposal #35660

Requested By:
Adrian Bica
 Executive Director, Technology

Description:
Cohesity - 3 Year Renewal - 7/30/2025 - 7/29/2028

Bill To: SANTA ROSA CITY SCHOOLS 211 RIDGWAY AVE ATTN PURCHASING SANTA ROSA, CA 95401-4320	Ship To: SANTA ROSA CITY SCHOOLS 211 RIDGWAY AVE ATTN WAREHOUSE - CENTRAL RECEIVING SANTA ROSA, CA 95401-4320	Sold To: SANTA ROSA CITY SCHOOLS 211 RIDGWAY AVE ATTN PURCHASING SANTA ROSA, CA 95401-4320
Created: 5/30/2025 Expires: 6/30/2025 Version: 1	Account Manager: jjones Systems Engineer: estoxen	Terms & Conditions: This proposal is offered according to the terms and conditions of one or more CMAS schedules

Product & Manufacturer Maintenance

Line No	Qty	Product	Unit Price	Ext'd Price	Tax
1	1	COHESITY-SUB-LIC Cohesity Subscription Software Licenses	0.00	0.00	T
2	64	COHS-DP-STD-TERM Cohesity DataPlatform Standard Edition Subscription (1 TB)	828.74	53,039.36	T
3	48	COHS-DATAPRT-TERM Cohesity DataProtect Add-On Subscription (1 TB)	1,104.84	53,032.32	T
<p>Need more time to get important stuff done? Ask us about</p>			Subtotal	\$106,071.68	
			Handling	\$0.00	
			Estimated Sales Tax (10.%)	\$10,607.17	
			Professional Services	\$0.00	
			Shipping	\$0.00	
			Total	\$116,678.85	

Company:
SANTA ROSA CITY SCHOOLS

Requested By:
Adrian Bica
Executive Director, Technology

Description:
**Cohesity - 3 Year Renewal - 7/30/2025 -
7/29/2028**



Proposal #35660

Proposal Notes

California Multiple Award Schedule (CMAS) Contract Number(s)

CMAS Contract No.: 3-17-70-2686N

CMAS Contract Term: through April 4, 2026

Base GSA Schedule No.: GS-35F-0349S

California Multiple Award Schedule (CMAS) Contract Number(s)

Company:
SANTA ROSA CITY SCHOOLS



Proposal #35660

Requested By:
Adrian Bica
Executive Director, Technology

Description:
Cohesity - 3 Year Renewal - 7/30/2025 - 7/29/2028

About Sales Tax

Items sold by Development Group, Inc. ("DGI") and shipped to destinations in California are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

About Product Returns

Consistent with the terms and conditions of the California Multiple Award Schedules (CMAS) General Provisions for Information Technology, you are required to provide written notice of rejection of products delivered or services performed within a reasonable time after receipt of such products or the performance of such services. Such notice of rejection is required to state the respect in which the products do not substantially conform to your specifications. If you do not provide such notice of rejection within FIFTEEN (15) days of delivery for purchases of Commercial Hardware or Commercial Software or THIRTY (30) days of delivery for all other purchases, such products and services will be deemed to have been accepted. Your acceptance will be final and irreversible, except as it relates to latent defects, fraud, or gross mistakes amounting to fraud.

Company & Payment Information

Mailing Address

Development Group, Inc.
PO Box 991484
Redding, CA 96099-1484

Phone: (530) 229-0071
Fax: (530) 248-3415

Payment Information

Development Group, Inc.
32880 Collections Center Dr
Chicago, IL 60693

Federal Tax ID: 26-3740919

Note: All wire transfers must be made in US Dollars

Office Locations

Development Group, Inc.
6704 Lockheed Dr
Redding, CA 96002

Wire Transfer Information

Domestic Wire Transfer (U.S.)
Wire Routing Transit Number (RTN): 026009593
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC

ACH Information

ACH Transfer (U.S.)
Routing Transit Number (RTN): 071000039
Bank Name: Bank of America
City, State: Chicago, IL
Account Number: 8188065595
Title of Account: DEVELOPMENT GROUP INC