Edpuzzle, Inc.
268 Bush Street #4422
San Francisco, CA 94104, USA

Quote number
00098516

| | | | |
|---|---|---|---|
| Bill To Name | Santa Rosa City Schools | Quote Created | 4/11/2025 |
| Bill To | 211 Ridgeway Ave<br>Santa Rosa, CA 95401 | Quote Expires | 9/15/2025 |
| | | Prepared By | Jessica Davie |
| | | Email | jessica@edpuzzle.com |

| Product | Period | Item Description | Sales Price | Qty. | Total Price |
|---|---|---|---|---|---|
| Pro School | 1 year | Edpuzzle Pro access for all users, school-wide \|\| Burbank El, Chavez Academy | $2,499.00 | 2 | $4,998.00 |
| Pro School | 1 year | Edpuzzle Pro access for all users, school-wide \|\| Elsie Allen HS, Maria Carillo HS, Piner HS | $3,087.00 | 3 | $9,261.00 |

| | |
|---|---|
| Subtotal | $14,259.00 |
| Grand Total | $14,259.00 |

Edpuzzle Pro School for the following from 9/15/25- 9/14/2026

Luther Burbank, Cesar Chavez, Elsie Allen, Maria Carrillo and Piner High

## FAQ's

**Does Edpuzzle accept purchase orders?**
Yes, we do! This quote can be used to generate a PO. If you need any other information, or would prefer to pay directly by credit card, direct deposit (wire transfer) or check instead, just let us know. We will get you set up with Pro within 24h of receiving the order.

## Terms & Conditions

(1) This quote is pre-tax, it doesn't include any local and/or state taxes. Applicable taxes may not be included in our invoice, and customer may be responsible for those taxes. If you are a tax exempt customer, please provide the applicable Tax Exempt Certificate document along with your purchase order.
(2) All spots from the license will expire at the end of the term, regardless of effective use or not.
(3) Each spot is assigned to one teacher and cannot be replaced by another teacher on a general basis.
(4) This agreement supplements EDpuzzle, Inc.'s Terms of Service (https://edpuzzle.com/terms) and Privacy Policy ( https://edpuzzle.com/privacy), which shall rule provision of the service to the customer.

(5) This agreement will automatically renew at the end of each term for a further term of one (1) year unless either party gives the other written notice of termination at least thirty (30) days prior to the end of the relevant term.

LICENSE AGREEMENT

This Agreement effective **October 1, 2025**, is made and entered into by **Santa Rosa City Schools** ("Licensee") and Document Tracking Services ("DTS") as Licensor, each a "Party" and collectively the "Parties".

1. **Scope of Agreement**
   - 1.1 License. This License Agreement between Licensee and DTS covers Licensee's use of DTS's proprietary web-based application in accordance with the terms and conditions expressed herein.
   - 1.2 Agreement to Be Bound. Licensee agrees to be bound by, and comply with, the terms of this License Agreement by (i) accessing and/or using the DTS Application and/or (ii) ratifying this License Agreement by signing below.
2. **License and Right to Use.** DTS hereby grants to Licensee a non-exclusive and non-transferable license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
   - 2.1 DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
   - 2.2 Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.
3. **Internet Areas**. Neither Licensee nor any third party shall be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval of DTS.
4. **Term of License**. The term of this License Agreement is for **one (1) year** from the effective date noted at the top of this document.
5. **Personnel**. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.
6. **Content**. DTS will be solely responsible for loading the content supplied by Licensee into DTS's secure server and will provide complete access to Licensee and its representatives. Licensee is solely responsible for the sufficiency, adequacy, and completeness of its content; for updating its content as necessary; and for proper implementation of any plans or procedures required by local, state, or federal law.
7. **Security of Data**. At all times, DTS will have complete security of Licensee's documents on dedicated servers that only authorized DTS personnel will have access to. All logins by DTS's authorized personnel will be stored and saved as to time of log-in.
   - 7.1 Licensee may request in writing that DTS only store Licensee's documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.
8. **Management of Database**. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the Secure Login of DTS.

9. **Customer Service**. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

10. **Fees**.

10.1 Licensee shall pay a fee of **$2,200.**

10.2 Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **$0**.

10.3 Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.

10.4 DTS will charge a one-time setup fee of $200 per standard document up to a maximum of $850 for customized documents.

11. **Warranty**.

11.1 Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.

11.2 The express warranties provided in this License Agreement are the sole and exclusive warranties made by DTS to Licensee. DTS makes no other warranty, express or implied, and Licensee assumes no warranty, express or implied, by use of the DTS Application. By accepting this Agreement, Licensee acknowledges that it is not relying on any implied warranties, including warranties of performance, fitness for a particular purpose or otherwise, or upon any representation or warranty outside those expressly contained in this Agreement.

**12. Liability**.

12.1 DTS will not be liable to Licensee for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.

12.2 The maximum aggregate liability of DTS under this License Agreement is limited to the fees received by DTS from Licensee for use of the DTS Application.

12.3 This limitation on DTS's liability applies whether the claims sound in warranty, contract, tort, infringement, or otherwise. Nothing in this License Agreement excludes any liability that cannot be limited as a matter of law.

**13. Choice of Law and Venue.** This License Agreement, and any dispute related to this License Agreement or arising from it, shall be governed exclusively by the laws of the State of California. The state and federal courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of, or related to, this License Agreement or its formation, interpretation, or enforcement.

**14. Severability.** If any portion of this License Agreement is not enforceable under applicable law, it will not affect any other term of this Agreement.

**15. Definitions**.

15.1 Document. A document is defined as **a**) a specific template provided by CDE or; **b**) any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c**) individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

15.2 Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

**16. Additional Services**. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.

The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: August 22, 2025

Licensee

By: _____

Date: _____

**Santa Rosa City Schools**

**Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2025 School Accountability Report Card (CDE Template)
2. 2025 Comprehensive School Safety Plan (Custom Template)
3. 2025 Local Control and Accountability Plan (CDE Template)
4. Others to be identified as needed.

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2. **License and Right to Use.** DTS hereby grants to Licensee a non-exclusive and non-transferable license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.
   - 2.1 DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
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11.2 The express warranties provided in this License Agreement are the sole and exclusive warranties made by DTS to Licensee. DTS makes no other warranty, express or implied, and Licensee assumes no warranty, express or implied, by use of the DTS Application. By accepting this Agreement, Licensee acknowledges that it is not relying on any implied warranties, including warranties of performance, fitness for a particular purpose or otherwise, or upon any representation or warranty outside those expressly contained in this Agreement.

**12. Liability**.

12.1 DTS will not be liable to Licensee for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.

12.2 The maximum aggregate liability of DTS under this License Agreement is limited to the fees received by DTS from Licensee for use of the DTS Application.

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The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: August 20, 2025

Licensee

By: _____

Date: _____

**Santa Rosa City Schools**

**Exhibit A**

The following are standard documents to be used in conjunction with the license.

1. 2025 School Accountability Report Card (CDE Template)
2. 2025 School Plan for Student Achievement (CDE Template)
3. 2025 Comprehensive School Safety Plan (Custom Template)
4. 2025 Local Control and Accountability Plan (CDE Template)
5. Others to be identified as needed.

Contract Number 0000016

9/24/25-Due to Purchasing by 9/5/25

**Board Target Date:** _____

SANTA ROSA CITY SCHOOLS
EMBRACE • ENGAGE • EMPOWER

# Request for Board Approval of Contract

**Vendor/Contractor/Consultant:** Swank Film Licensing

**SCHOOL SITE/DEPARTMENT USE ONLY**

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

* Any person, business, or organization that will be providing non-professional services to the District

** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

*** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source (Code):** 01 - 9035 - 0 - 1290 - 1000 - 5817 - 254 - 5154 % 100

____ - _____ - ___ - _____ - _____ - _____ - _____ - _____ % _____

____ - _____ - ___ - _____ - _____ - _____ - _____ - _____ % _____

____ - _____ - ___ - _____ - _____ - _____ - _____ - _____ % _____

**Funding Category:** ☐ Base ☐ Supplemental ☐ Concentration
☐ Restricted: _____ ☒ Other: Schools Plus

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

**Contract is:** Renewal **Contract Amount**: $2,650.00

**School Site/Department:** Maria Carrillo High **Number of Individuals Served:** 1600

**Approved at Site by*:** Amy Wiese Date: 08/27/2025

* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

**Departmental Approval**:** _____ Date: _____

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

**Contract Created by:** Lisa Greenstein **Role:** Site Secretary

**Site/Dept:** Maria Carrillo High **Phone #:** 707-890-3820

**Proposed Contract Start Date:** 08/27/2025 **Proposed Contract End Date:** 06/05/2026

**Requisition #:** R26-00918

**BUSINESS SERVICES USE ONLY**

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

***Board Approval Date:*** _____

**LAST REVISED ON 4-9-25**

**Attach Signed Vendor Contract:** 1 Vendor Contract




# Quote

**SWANK K12 STREAMING + LICENSING**

| | |
|---|---|
| **MARIA CARRILLO HIGH SCHOOL** | **1600 Students** |

Annual Breakdown

| | | |
|---|---|---|
| **TOTAL ANNUAL** | **LICENSING + STREAMING** | **$2,650** |

- Unlimited access to the High School Collection, which includes the top feature films and documentaries used in support of lessons.
- In addition, your teachers have access to Swank's catalog of 40,000+ films, with the ability to request up to **150** additional films to be added to your collection throughout the year.
- Public Performance Site License
- Movie use in class, for homework assignments, and for non-educational movie events at your schools

SWANK MOTION PICTURES, INC.
K12 STREAMING AGREEMENT
Educational Streaming Platform

This AGREEMENT is made between MARIA CARRILLO HIGH SCHOOL ("Licensee" herein) and SWANK MOTION PICTURES, INC. a Missouri corporation ("Swank" herein).

WHEREAS, Swank is an authorized distributor of copyrighted full-length feature motion pictures and television programming distributed by studios partners ("Producers") further outlined in Section 2.B below, for non-theatrical streaming rights to K-12 Institutions and Districts (such motion pictures and television programming are hereafter collectively referred to as "Titles"); and

WHEREAS, Licensee desires to exhibit Titles licensed from Swank, and Swank desires to license Titles to Licensee ("Licensed Materials"), pursuant to the terms and conditions set forth herein.

NOW, THEREFORE, the parties agree as follows:

**1) Subject Matter and Term of Agreement**

A) Swank hereby grants Licensee non-transferrable right to give Authorized Users access to the Licensed Materials via a Secure Network solely for the purpose of research, teaching and private study (hereafter, "Education") based on the terms and conditions set forth herein as well as for public performance further detailed in Section 3: Annual Public Performance License.

B) The term of this Agreement shall commence upon execution and continue for 12 months, (the "License Period"). No titles may be shown outside of their License Period.

**2) Grant of License, Delivery and Use Restrictions, Availability of Titles**

A) During the License Period and any subsequent renewal terms, Licensee shall make the Titles available to, and only to, individuals properly authenticated, authorized students currently registered for a course or courses through Licensee's institution and/or faculty and staff responsible for teaching those courses (hereafter collectively referred to as "Students, Faculty and Staff"). Authentication and authorization for off campus use by Students, Faculty and Staff shall occur through Licensee's network which must be password protected and designed to prevent access to the Titles by individuals who are not Students, Faculty or Staff. Off campus access to Titles by Students, Faculty and Staff shall be limited to Education and in no circumstances may Titles be distributed or viewed for reasons other than research, teaching and private study away from campus.

Licensee agrees that all content will be accessed through Single Sign On if available or through secure username and password access for all Students, Faculty and Staff and Licensee is responsible for ensuring that access to the Titles off campus is limited to Students, Faculty and Staff and strictly aligned with Education.

B) From time to time Producers may withdraw or suspend the licensing rights for one or more of their Titles. The withdrawal or suspension of Titles as described in this paragraph shall not affect the validity or enforceability of this Agreement. In the event that that licensing rights are suspended or withdrawn, Swank shall provide alternative content as a replacement to be used for the duration of the license. Titles made available for Education may vary from those available for Public Performance Licensing.

**3) Annual Public Performance License**

This public performance license authorizes unlimited movie showings by anyone in the school buildings, regardless of whether or not they are affiliated with the school. The terms provided in this section are specific to the public performance of Titles within school buildings covered by the license.

A) License and Copyright Restrictions
   i) This license is for K-12 schools only. Movie showings must take place inside the school building or outside at the school so long as attendees are limited to school members and their families. Coverage does not include outdoor events that includes the general community outside of school members and their families, showings off campus or virtual screenings other than those previously defined as Education. In addition, the movies may not be altered, duplicated, digitized or transmitted

electronically in any form without specific permission from the copyright owner. Swank Movie Licensing USA has the right to add or delete any studio throughout the course of the license period. A current list of studios covered by the public performance site license can be found on our website.

ii) the license period. A current list of studios covered by the public performance site license can be found on our website.

B) Advertising Guidelines

i) We encourage you to print publicity materials from swank.com/k-12-schools to advertise the movie in your facility or to pass out directly to students and staff. You are permitted to use the studio approved images provided by Swank. Please note that these images may not be edited or altered and must include the © symbol and the studio name. Advertising movie showings via on-premises signage, the school specific website, email targeted to families of students, school specific social media accounts or direct mail to enrolled student's families is acceptable.

C) Fundraising and Donations

i) When fundraising at movie events, an unlimited amount of funds can be raised for the school. These funds can come from suggested donations, concessions, giveaways, and more. Some popular event ideas are Dinner and a Movie (charging for dinner), Parent's Night Out (charging for childcare), or Book to Movie themed showings (bringing a book to donate to the library).

**4) License and Rental Fee and Payment Terms**

A) In consideration of the License granted herein, Licensee shall pay to Swank the following License and Fees:

- $2,650 for
  - Public Performance Site License
  - HIGH SCHOOL Collection for one-year duration through the end of the License Period
  - 150 titles to be added through the end of the License Period

B) Payment of all applicable sales, use or similar taxes is the responsibility of Licensee.

C) Swank will render invoices to Licensee immediately upon execution of this Agreement unless otherwise stated and are payable by Licensee within 30 days of receipt. In the event of a late payment, the statutory interest rate shall apply and be added as a late fee on the next invoice.

**5) Breach of Agreement**. Because of the specific nature of this Agreement, in addition to all other remedies available to Swank, in the event Licensee breaches any term or condition hereof, Swank may, at its option and in its sole discretion, immediately terminate this Agreement, in which case Licensee will immediately and fully (i) withdraw the Titles from its library; (ii) suspend access to the Titles; and (iii) return to Swank all Titles and/or digital files and digital media related thereto. Notwithstanding the preceding sentence, in the event Licensee is in breach of Section 3A, 3B or 3C, Licensee shall have 30 days to cure such breach before Swank may terminate the Agreement.

In the event Swank breaches any term or condition of this Agreement, Licensee may terminate the Agreement after giving Swank written notice of the breach and passage of a 30-day cure period.

**6) Warranties.** Swank represents and warrants it has the streaming rights for all Titles licensed to Licensee.

**7) Notices**. All changes or notices with regard to this Agreement shall be in writing and delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

| **If to Swank:** | | **If to Licensee :** |
|---|---|---|
| Attn: | Tim Swank<br>Chairman<br>10795 Watson Road<br>St. Louis, MO 63127 | Attn:<br>Title:<br>Address: |

8) **Applicable Law**. This agreement shall be governed by and constructed in accordance with the laws of the State in which Licensee is located.

9) **Entire Understanding, Modifications**. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof and supersedes any other understandings, arrangements or agreements between the parties hereto with respect thereto. This Agreement may not be modified or amended, except by a written instrument signed by the parties, and this provision may not be waived except by written instrument signed by the parties.

The parties to this Agreement indicate their acceptance by their signatures below.

| **SWANK MOTION PICTURES, INC** | | **MARIA CARRILLO HIGH SCHOOL** | |
|---|---|---|---|
| By | | By | |
| Name | BRIAN EDWARDS | Name | |
| Title | DIRECTOR OF STREAMING | Title | |
| Date | 8/26/25 | Date | |

**If different from above, please provide the name and email address for who you would like set up as the admin contact for the streaming portal.**

Name: _____

Email: _____

SANTA ROSA CITY SCHOOLS
EMBRACE • ENGAGE • EMPOWER

**Board Target Date:** 9/24/25

# Request for Board Approval of Contract

**Vendor/Contractor/Consultant:** North Bay Children's Center

SCHOOL SITE/DEPARTMENT USE ONLY

**Check one of the following:**

Independent Contractor/Business/Organization* ☐Professional Services** X 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):** 12-6060-0-0001-1000-5100/5800-119-5197

**Funding Category:** ☐ Base ☐Supplemental ☐Concentration
☐ Restricted: _____ X Other: Other Childhood Grant

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

**Contract is:** ☐New X Renewal ☐Addendum/Amendment **Contract Amount:** $947,157

**School Site/Department:** Educational Services **Number of Individuals Served:** 48 students

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

**Departmental Approval**:** _____ Date: 9-15-25
** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

**Proposed Contract Start Date:** 7/1/2025 **Proposed Contract End Date:** 6/30/2026

**Requisition #:** R26-00334

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 North Bay Children's Center, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

1) District will certify with CP ARIS quarterly reporting requests from NBCC.
2) The district will provide one classroom at each of the pre-Kindergarten program sites (James Monroe Elementary and Steele Lane Elementary School).
3) Using the Central Eligibility list (CEL) District will collaborate with NBCC to identify students who qualify for the state-funded pre-Kindergarten program.
4) Certify and submit attendance and fiscal data provided by NBCC to the State Department of Education, by the CDE schedule deadlines.
5) Forward all state Department of Education communications related to or affecting its performance of and compliance with the terms of the subcontract to NBCC.
6) The district will ensure that NBCC's preschool classrooms are open during school closure dates, other than the minimum of days needed for NBCC Staff Development and/or Staff Workdays.
7) The district will provide breakfast, lunch, and snacks through the Child Care Food Program (CCFP).
8) NBCC and District staff, including pre-school teachers and kindergarten teachers, will meet regularly during the 2025/2026 school year to review curriculum and ensure compliance.

(b) CONTRACTOR's Responsibilities and Duties:

1) Conduct all program and administrative activities in full compliance with applicable laws, regulations, and the Funding Terms and Conditions and Program Quality Requirements applicable laws, regulations, and the Funding terms and Conditions and Program Quality Requirements applicable to the master contract between the State Department of Education and the District.
2) Submit all attendance and fiscal information necessary quarterly for the timely submission of the Attendance and Fiscal Report for State Preschool Programs.
3) Cooperate with the District in all aspects of carrying out such monitoring and the oversight of the performance of the terms of this subcontract deemed necessary and appropriate to ensure compliance with the terms of its contract with the California Department of Education (CDE);
4) Provide the District with the results of the NBCC annual self-evaluation (Program Quality Review) of the sites attended by children whose attendance is funded through this subcontract:
5) NBCC will operate (1) full-day pre-Kindergarten class at Steele Lane with a total of twenty-four (24) subsidized students at 244 days per year; and (1) full-day pre-Kindergarten class with approximately twenty-four (24) subsidized students at James Monroe at 244 days per year.

6) NBCC and district staff, including pre-school teachers and kindergarten teachers, will meet regularly during the 2025/2026 school year to review curriculum and ensure alignment and articulation with the District Kindergarten programs.
7) NBCC will provide all materials, instruments, and tools necessary to provide student instructions within the scope of their annual budget. NBCC will provide the District with scope and sequence information about the instructional materials to be used. SRCS will make available key Kindergarten curriculum material to align with "School Readiness".
8) Within the scope of CDE guidelines, NBCC will provide instruction predominantly in English.

Within CDE guidelines about student eligibility, NBCC will make every effort to enroll students in the James Monroe and Steele Lane attendance areas.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on __7/1/2025_____,and will continue through __6/30/26_____, 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 $947,157. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Days of Operation: 244

1) This contract is provided by COE under the Hold Harmless program. Therefore, NBCC will invoice the District monthly for expenses incurred to run the program up to the Maximum Reimbursable Amount (MRA) of $947,157.00.
2) District will provide two classrooms for prekindergarten programs at a cost $1081.45 per classroom per month for a total of_$25,954.50 per year. The amount of $$2, 162.90 for both classrooms is to be billed by the District at the Beginning of each month.
3) District will provide custodial and maintenance support for the pre-Kindergarten classrooms at no cost to NBCC.
4) District will provide payments to NBCC every month following monthly invoicing by the contractor.
5) District agrees to pass through all SB 140 Cost of Care Stipends and any other stipends received to support the CSPP program within 30 days of receipt.
6) If the state grant funding for the preschool program is either increased or decreased, the parties agree that an addendum that adjusts the financial provision of this MOU will be developed to reflect the new rates of reimbursement.

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]

- NBCC provides evidence-based school-readiness programs at the James Monroe and Steele Lane Elementary Campuses designed to increase the number of preschool children entering kindergarten healthy and ready to learn. NBCC works closely with our elementary school partners on curriculum alignment, along with opportunities for parent involvement in the school community.
- NBCC uses the Development Profile (DROP) to track the progress of all the students and plan targeted activities where children will develop the necessary skills to reach the next developmental level. The expected, quantifiable outcome is for each child to demonstrate an increase in content knowledge across all curriculum areas. Students are assessed 60 days after their initial enrollment and again 6 months later. These areas of development include social-emotional, cognitive, language, physical, and nutrition education.
- Through planning, anecdotal observations, detailed DROP assessments, child-centered curriculum, and family partnerships and participation, Jams Monroe and Steele Lane Kindergarten teachers have reported that children transitioning to Kindergarten from NBCC preschool are more prepared and ready to learn.

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 fifteen (15) 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:** | **CONTRACTOR:** |
|---|---|
| Santa Rosa City Schools | Name: North Bay Children's Center (NBCC) |
| 211 Ridgway Ave | Street: 932 C Street |
| Santa Rosa, CA 95401 | City/State/Zip: Novato, CA, 94949 |
| 707-890-3800 | Phone: 415-883-6222 |
| kcook@srcs.k12.ca.us | Email: sgilmore@nbcc.nete |

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: Susan Gilmore |
| Interim Superintendent | Title: President & CEO |
| vsantanaperalta@srcs.k12.ca.us | Email: sfilmore@sbcc.net |
| 707-890-3800 x80201 | Phone: (415) 475-4311 |

SRCS Board Approved:_____

SANTA ROSA CITY SCHOOLS
EMBRACE • ENGAGE • EMPOWER

**Board Target Date:** _____9/24/25_____

# Request for Board Approval of Contract

**Vendor/Contractor/Consultant:**___Santa Rosa Recreation & Parks Department_____

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

☐ Independent Contractor/Business/Organization* ☐Professional Services** X 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):** 12-2600-0-1151-1000-5100/5800-119-ELOP

**Funding Category:** ☐ Base ☐Supplemental ☐Concentration
X Restricted: ____ELOP funds_____ ☐Other: _____

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

**Contract is:** ☐New X Renewal ☐Addendum/Amendment **Contract Amount**: __$6,950_____

**School Site/Department:**__**Educational Services**_____ **Number of Individuals Served:** ___150_____

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

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

**Contract Created by:** _Michael Reimer - Ed. Services_____ **Phone #:** __707-899-6112_____
**Name of SRCS employee AND dept. or school site**

**Proposed Contract Start Date:** __**11/17/25**_____ **Proposed Contract End Date:** __**12/1/25**_____

**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 _Santa Rosa Recreation & Parks Department__, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Both organizations will work to promote Thanksgiving 2 day offering (Fall Break Camp) and provide outreach strategies for student and family participation. Emphasis will be on prioritizing access and equity for the district's most underserved populations.
- As a part of this agreement, both organizations agree to share applicant information with one another. The DISTRICT AND CONTRACTOR agree to the following data privacy provisions:
    - The DISTRICT AND CONTRACTOR will use shared applicant information to support the implementation of the Fall Break Camp program together;
    - The DISTRICT AND CONTRACTOR agree to not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
    - The DISTRICT AND CONTRACTOR will contact one another (Michael Reimer; mreimer@srcs.k12.ca.us or Joanna Moore; jmoore@srcity.org) immediately upon learning of any possible data breach.
- The DISTRICT will provide host site for the Fall Break Camp programming, and provide meals (breakfast, snack and lunch for all participating students).

(b) CONTRACTOR's Responsibilities and Duties:

- Develop and maintain application platform and share link with SRCS Expanded Learning Department. Both organizations will work to promote Fall Break Camp offering and provide outreach strategies for student and family participation. Emphasis will be on prioritizing access and equity for the district's most underserved populations.
- Adhere to all the data privacy provisions, as listed in section above.
- Provide organization and administration of a Fall Break Camp for a total of 150 students.
- Programming will include enrichment activities from 8:30 am - 5:30 pm at Arts Charter school from Monday, November 24th through Tuesday, November 25th for ~150 students.
- Provide teachers and support staff for the program.

Assessment & Impact Data

SRCS will conduct a participant feedback survey to gauge participation and enjoyment of offering.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on November 17, 2025___, and will continue through __December 1st, 2025__, subject to revision and renewal

with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed $6,950. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

| |
|---|
| Upon receipt of invoice. |

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

| |
|---|
| [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]<br><br>● Serve 150 elementary students & their families with enrichment and activity programming, as detailed above.<br>● SRCS will conduct a participant feedback survey to gauge participation and enjoyment of offering. |

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:** | **CONTRACTOR:** |
|---|---|
| Santa Rosa City Schools | Name: Joanna Moore |
| 211 Ridgway Ave | Street: 415 Steele Lane |
| Santa Rosa, CA 95401 | City/State/Zip: Santa Rosa, CA, 05403 |
| 707-890-3800 | Phone: 707-543-4359 |
| kcook@srcs.k12.ca.us | Email: jmoore@srcity.org |

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS _____.

| **DISTRICT** | **AUTHORIZED SIGNER *or* CONTRACTOR** |
|---|---|
| Signature: _____ | Signature: |
| Lisa August | Print Name: Maraskeshia Smith |
| Interim Superintendent | Title: City Manager |
| ysantanaperalta@srcs.k12.ca.us | Email: msmith@srcity.org |
| 707-890-3800 x80201 | Phone: 707-543-3010 |

SRCS Board Approved:_____

Docusign Envelope ID: ACDB58EC-6B7D-4167-9A79-5C12B76B9BAC

SANTA ROSA CITY SCHOOLS
EMBRACE • ENGAGE • EMPOWER

**Board Target Date:** 9/24/25

# Request for Board Approval of Contract

**Vendor/Contractor/Consultant:** Springboard Collaborative

SCHOOL SITE/DEPARTMENT USE ONLY

**Check one of the following:**

Independent Contractor/Business/Organization* ☐Professional Services** X 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):** 12-2600-0-1151-1000-5100/5800-119-ELOP

**Funding Category:** ☐ Base ☐Supplemental ☐Concentration
X Restricted: ELOP funds ☐Other: _____

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

**Contract is:** ☐New X Renewal ☐Addendum/Amendment **Contract Amount**: $354,955

**School Site/Department:** Educational Services **Number of Individuals Served:** 675 students

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

**Departmental Approval**:** _____ Date: 9-15-25
** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

**Proposed Contract Start Date:** 10/1/25 **Proposed Contract End Date:** 12/31/25

**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**

Docusign Envelope ID: ACDB58EC-6B7D-4167-9A79-5C12B76B9BAC

**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 _Springboard Collaborative____, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will develop outreach strategies for student and family participation (through our after-school partners, the Boys & Girls Club (BGC) of Sonoma-Marin), working to prioritize access and equity for the district's most underserved populations.
- As a part of this, SRCS and BGC will share applicant information with the CONTRACTOR. The CONTRACTOR agrees to the following data privacy provisions:
    - The CONTRACTOR will use shared applicant information to support the implementation of the Fall, 2025 after-school early-literacy program together with SRCS and BGC only;
    - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
    - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; mreimer@srcs.k12.ca. us) immediately upon learning of any possible data breach.
    - The CONTRACTOR will destroy and delete all shared applicant data at the end of fall programming (including hard and any electronic copies).
- SRCS and BGC will hire and identify teachers (approximate 20:1 teacher to student ratio) and staff members. Teachers and staff members will take and record daily assessments and reading assessment data as part of their work.
- SRCS and BGC teachers and staff members will attend professional development sessions, lead family engagement activities, and prepare and deliver lessons for students, as determined by the district's Expanded Leaming Opportunities Program Department.

(b) CONTRACTOR's Responsibilities and Duties:

- CONTRACTOR to provide a comprehensive literacy program ("CONTRACTOR Program" and sometimes just "Program") to be offered to those certain schools identified in this Agreement (Abraham Lincoln, Helen Lehman, James Monroe, Proctor Terrace & Steele Lane elementary schools). The Program is CONTRACTOR's proprietary program combining targeted reading instruction, Family Workshops, Teacher coaching and incentives to achieve data driven literacy growth in students. The CONTRACTOR Program shall include personalized instruction, workshop trainings for parents and professional development for teachers.
- Curriculum. CONTRACTOR will provide SRSC and BGC teachers, Students and Families with educational content and "Program Materials" comprised of reading readiness and phonics lessons, Teacher scripts and slides, printable Teacher and Student Resources, and Family Workshop slides with facilitator notes, all delivered in digital format.
    - Curriculum includes CONTRACTOR provided lessons, presentations, and learning guides designed to promote literacy growth. Curriculum also includes Pre-K through 4th grade

shared reading and read-aloud lessons designed to promote reading fluency, comprehension and engagement.
    - CONTRACTOR shall provide Staff with training on Program implementation, including Curriculum navigation and use, and CONTRACTOR best practices to promote Student literacy. Using the CONTRACTOR's Family-Educator Learning Accelerator (FELA) framework, Session Staff are provided weekly opportunities for training, coaching and ongoing support through synchronous virtual sessions. In addition, Session Staff are also afforded access to A-synchronous training courses and materials available through an online Learning Management System (LMS).
    - The Program includes access to Program Materials designed to enhance the Student participation experience, thereby promoting literacy growth, and is included, but not limited to, lesson guides, materials supporting topics covered during weekly parent and teacher workshops, professional development materials.
    - Students and Families are provided on-demand access for the duration of the Program Session to Raz-Plus, a digital library comprising a catalog of age and reading level-appropriate books. The catalog contains both English and Spanish language reading options.
    - CONTRACTOR identified age and reading level appropriate reward books are provided to SRSC for distribution to Students in celebration of Student achievement.
- Family Workshops. In order to promote long-term family engagement in promoting lasting literacy gains achieved during the Program Session, conduct interactive training sessions led by Teachers to train Families about effective strategies for reading with their student.
- Connect Family App. Provide Families with access through a web-based application tool that provides reading tips and logs.
- Connect Educator App. Provide Session Staff with access through a web-based application tool that provides access to Student and Family attendance logs, a tool to create student goals, goal tracking, customizable student action plans, student milestones, goal achievement, and award letters. In addition, the Connect Educator App tracks and analyzes all Program data input into it throughout the Program session, including but not limited to Family and Student demographic information, Student assessment reading scores, Student reading goals, Student reading progress, Student and Family attendance, daily Family engagement, and Teacher observations.
- Program Resource Site. Provide access to Session Staff to the Program Resource Site. The Program Resource Site provides access to the Curriculum, Program Materials, and CONTRACTOR sponsored Family partnership activities and celebration activities to recognize Student success.
- Learning Management System. Provide access to Session Staff to an online Learning Management System ("LMS"). The LMS provides access to professional development materials and program related training.
- Site Level Impact Report. At the conclusion of the Program Session, CONTRACTOR will provide SRSC with a Site Level Impact Report which will detail Session accomplishments, including registrations, attendance by Students and Families, Program Incentives earned, and learning growth goals met. CONTRACTOR will host a virtual meeting with SRSC to review the Site Level Impact Report, discuss Program successes, and receive feedback from SRSC on the Program Session. During the meeting, the Parties will collaborate on an action plan for maintaining Student growth and implementing additional Program Sessions at a future date. In the event SRSC elects to use a non-DIBELS assessment, a report template other than the report template provided by CONTRACTOR and/or requests data to be included in the Impact Report that is not included in the CONTRACTOR standard Impact Report, SRSC will need to negotiate with CONTRACTOR to deliver a non-standard Impact Report for an additional fee.
- CONTRACTOR shall provide all necessary labor, materials, equipment, supplies, and other items required to complete the services outlined in this CONTRACT, except for the materials and equipment listed in Section 3 Compensation, which SRSC has agreed to purchase directly from the CONTRACTOR. These materials and equipment, including Read Aloud Libraries, Staff T-Shirts,

Teacher T-Shirts, Reminder Wristbands, Student T-Shirts, Tier 2 Incentives (Digital Tango Gift Cards), and Physical Tango Gift Cards, totaling $16,875 are included in the contract price of $354,955. 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.

- As a part of this, SRCS and BGC will share applicant information with the CONTRACTOR. The CONTRACTOR agrees to the following data privacy provisions:
  - The CONTRACTOR will use shared applicant information to support the implementation of the Fall, 2025 after-school early-literacy program together with SRCS and BGC only;
  - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
  - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; mreimer@srcs.k12.ca. us) immediately upon learning of any possible data breach.
  - The CONTRACTOR will destroy and delete all shared applicant data at the end of fall programming (including hard and any electronic copies).

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on __10/1/2025__, and will continue through __12/31/2025_____, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed $354,955. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Terms & Conditions of Compensation:

**Invoicing**: Except as otherwise provided herein, Springboard will send Program Provider an invoice for each payment designating the payment due date as Net 30 days. Program Provider shall pay Springboard in three installments as follows:

Invoicing Schedule: There will be two (2) invoices issued each Session.

**Invoice 1**: shall be issued approximately 45 days prior to the commencement date of the immediate upcoming Session and shall be for fifty (50%) percent of the total estimated contract value set forth on the Fee Schedule, excluding pass-through costs any other exceptional costs for which CONTRACTOR is entitled to receive reimbursement.

**Invoice 2**: shall be issued approximately four (4) weeks following the conclusion of the Session, and after CONTRACTOR's completion of the Session account audit to determine the actual contract value, taking into consideration any Enrollment Overages, additional Sites, previously received payments, unpaid balances from previous invoices, enrollment adjustments (if any), and including reimbursable pass-through costs, and any other exceptional costs for which CONTRACTOR is entitled to receive reimbursement. ("Account Audit").

SRSC shall remit payment to CONTRACTOR for invoices within thirty (30) days of invoice delivery. The Parties may establish alternative payment arrangements by mutual agreement. For avoidance of doubt, Invoice 2 will include pass-through costs paid by CONTRACTOR for which it is owed reimbursement, and any other exceptional costs for which CONTRACTOR is entitled to receive reimbursement. In no event shall failure by CONTRACTOR to timely invoice SRSC, in part or in full, constitute an abrogation of SRSC's obligation to make payment to CONTRACTOR upon receipt of an invoice.

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

[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]

Serve 675 students & their families with early literacy and family engagement programming. Additionally:

- 70% of students will meet their reading goals for the Fall semester.
- 75% of students will exceed their reading goals for the Fall semester.
- 85% of families will attend at least one family workshop.

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:** | **CONTRACTOR:** |
|---|---|
| Santa Rosa City Schools | Name: Springboard Collaborative |
| 211 Ridgway Ave | Street: 1500 John F. Kennedy Boulevard, Suite 1160 |
| Santa Rosa, CA 95401 | City/State/Zip: Philadelphia, PA, 19102 |
| 707-890-3800 | Phone: 973-380-4241 |
| kcook@srcs.k12.ca.us | Email: a.mcfarlin@springboardcollaborative.org |

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS _____.

**DISTRICT**

Signature: _____

Lisa August

Interim Superintendent

ysantanaperalta@srcs.k12.ca.us

707-890-3800 x80201

SRCS Board Approved:_____

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: Signed by: 2BD387438E0B480...

Print Name: Areshia McFarlin

Title: Chief Revenue Officer

Email: a.mcfarlin@springboardcollaborative.org

Phone: 973-380-4241

September 11, 2025

**Membean, Inc.**
10940 SW Barnes Rd, #233
Portland, OR 97225, USA
Phone: (866) 930-6680
Fax: (503) 536-2190

## QUOTE

| | | | |
|---|---|---|---|
| Date | 8/20/2025 | Prepared By | Lizzie at Membean |
| Estimate Number | EST - 28777 | Email | lizzie.teuber@membean.com |
| Subscription Years | 2025-2026 | | |

Bill To
Santa Rosa Accelerated Charter School
4650 Badger Rd
Santa Rosa, California 95409
United States

| Item | Description | Quantity | Rate | Total Price |
|---|---|---|---|---|
| Student Subscriptions | Each student is given a unique account. | 128.00 | $15.00 | $1,920.00 |
| Teacher Subscriptions | Each teacher gets a special account to manage classes, issue assessments, and track progress through detailed analytics. | 2.00 | $50.00 | $100.00 |
| Discounts | Discount offered for funding through a grant or PTA funds. | 1.00 | ($625.00) | ($625.00) |

**We look forward to your business.**

| | |
|---|---|
| Subtotal | $1,395.00 |
| Grand Total | $1,395.00 |

**Terms & Conditions**

Subscriptions start on the first day of the fall term (the start of a school year) or the invoice date (whichever comes later). Subscriptions expire at the end of summer break. Students can continue to use Membean to prepare for standardized tests or to further develop their vocabulary during this time.

This is an estimate. When you are ready to move forward with the purchase, please:

a) Confirm you are ready for an invoice (due 30 days upon receipt)

-OR-

b) Send us a Purchase Order via email, fax, or snail-mail. We will process it and send you an invoice.

Once an invoice has been generated, we will confirm your subscription and send instructions via email.

Contract Number 0000006

8/13/2025-Due to Purchasing by 7/25/25

**Board Target Date:** _____

SANTA ROSA CITY SCHOOLS
EMBRACE • ENGAGE • EMPOWER

# Request for Board Approval of Contract

**Vendor/Contractor/Consultant:** The Backdrop

**SCHOOL SITE/DEPARTMENT USE ONLY**

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

* Any person, business, or organization that will be providing non-professional services to the District

** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

*** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source (Code):** 01 - 9251 - 0 - 1399 - 4200 - 5800 - 251 - 5151 % 100 vab

____ - _____ - ___ - _____ - _____ - _____ - _____ - _____ %_____ _____

____ - _____ - ___ - _____ - _____ - _____ - _____ - _____ %_____ _____

____ - _____ - ___ - _____ - _____ - _____ - _____ - _____ %_____ _____

**Funding Category:** ☐ Base ☐Supplemental ☐Concentration
☐ Restricted: _____ ☒Other: ASB Accounts

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

**Contract is:** New **Contract Amount**: 6,100.00

**School Site/Department:** Piner High **Number of Individuals Served:** 400

**Approved at Site by*:** Andrea Correia Date: 07/28/2025
* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

**Departmental Approval**:** Roderick Castro Date: 07/28/2025
** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

**Contract Created by:** Correia, Andrea **Role:** Site Administrator

**Site/Dept:** Piner High **Phone #:** 707-890-3840

**Proposed Contract Start Date:** 05/09/2026 **Proposed Contract End Date:** 05/09/2026

**Requisition #:** _____

**BUSINESS SERVICES USE ONLY**

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

***Board Approval Date:*** _____

**LAST REVISED ON 4-9-25**

**Attach Signed Vendor Contract:** 1 Vendor Contract

THE BACKDROP

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

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

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

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

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

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

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

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

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

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

## Reservation and Fee Information

**Hours of Operation**
Monday - Sunday | 7:00am - 12:00am
All event space rentals are rented for a total of 8 hours/day. Please select an 8 hour window of time during our operating hours for your event. Additional hours can be purchased at a rate of $250/hr. .

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

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

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

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

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

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

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

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

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

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

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

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

**Facility Use Guidelines**

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

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

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

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

**Rental Overview**

- **First & Last Name:** Cimberlee Case
- **Organization Name:** Piner High School
- **Dates:** 5/9/2026
- **Event Type/Purpose:** High School Prom
- **Room Rentals:** Full Backdrop ($5,000), Concessions Area ($600), & Courtyard ($500)
- **Time (8-hour window):**
- **Add-ons:**
- ***NO ALCOHOL TO BE SERVED AT THIS EVENT!***
- ***Full payment of $6,100 due 30 days before your event***
- **$1,000 Security Deposit due to reserve space**
  **(Security deposit is a separate payment from your event total. It reserves your date and is held for any incidentals that may come up during your event, then refunded back to you after your event.)**

_____
Printed Name

_____ _____
Signature Date

**Contact Information (REQUIRED)**

| Renter Information | Billing Information ☐ same as Renter Information |
|---|---|
| First: | First: |
| Last: | Last: |
| Org: | Org: |
| Nonprofit (please circle): YES NO<br>If yes:<br>Exemption Status: | Nonprofit (please circle): YES NO<br>If yes:<br>Exemption Status: |
| Address: | Address: |
| Email: | Email: |
| Phone: | Phone: |

Contract Number 0000002

**Board Target Date:** 9/24/25-Due to Purchasing by 9/5/25

# Request for Board Approval of Contract

**Vendor/Contractor/Consultant:** Restorative Resources

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Select one of the following:** Professional Services**

* Any person, business, or organization that will be providing non-professional services to the District

** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

*** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source (Code):** 01 - 4035 - 0 - 1140 - 1000 - 5800 - 119 - 5197 % 50 ct

01 - 4035 - 0 - 1140 - 1000 - 5800 - 249 - 5197 % 50.00 ct

____ - _____ - ___ - _____ - _____ - _____ - _____ - _____ % _____ _____

____ - _____ - ___ - _____ - _____ - _____ - _____ - _____ % _____ _____

**Funding Category:** ☐ Base ☐Supplemental ☐Concentration

☐ Restricted: _____ ☒Other: Title II

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

**Contract is:** Renewal **Contract Amount**: $7,000.00

**School Site/Department:** Wellness and Engagement **Number of Individuals Served:** 25

**Approved at Site by*:** _____ Date: _____

* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

**Departmental Approval**:** Stacy Desideri Date: 08/28/2025

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

**Contract Created by:** Stacy Desideri **Role:** Department Administrator

**Site/Dept:** Wellness and Engagement **Phone #:** 707-535-9444

**Proposed Contract Start Date:** 09/08/2025 **Proposed Contract End Date:** 06/30/2026

**Requisition #:** _____

**BUSINESS SERVICES USE ONLY**

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

***Board Approval Date:*** _____

**LAST REVISED ON 4-9-25**



For the other form, place to attach the signed contract

**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 Restorative Resources, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS will meet with the trainers at Restorative Resources to collaboratively create a plan based on the need of SRCS employees.

SRCS will connect the parties with Restorative Resources support providers to resolve a conflict.

SRCS will assist with offering a space for training and meetings.

(b) CONTRACTOR's Responsibilities and Duties:

This contract is for 2 types of work: Restorative Practices training on the basics, and specifically on proactive and responsive Restorative Practices for employees and parents.

Responsive restorative support to voluntary requests to resolve a conflict between staff members, as well as administrative tasks related to the support.

The severity and complexity of each case, plus the willingness of participants determines the length of time required to hold a restorative circle or conversation.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 09/08, 2025, and will continue through 06/30, 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 seven thousand Dollars ($7000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Restorative Resources shall send an invoice to SRCS, and the contractor will report out with each invoice the amount of contract dollars remaining.

Fees will be paid for services rendered.
$3,000 for response to conflicts (LCAP Goal 3 action )
$5,000 for restorative training (LCAP Goal 3 action )

$200/hour Not to exceed $7,000

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?):

Participants will take a post-survey measuring increased understanding and trust in restorative practices from the training and/or participation in the restorative circle process.

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:

Yes (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".

Yes (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.

No (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.

No (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:** | **CONTRACTOR:** |
|---|---|
| Santa Rosa City Schools | Name: Veronica Cruz, Executive Director |
| 211 Ridgway Ave | Street: PO Box 3246 |
| Santa Rosa, CA 95401 | City/State/Zip: Santa Rosa, CA 95402 |
| 707-890-3800 | Phone: 707-542-4244 |
| kcook@srcs.k12.ca.us | Email: veronica@restorativeresources.org |

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

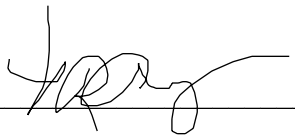
21. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 24 DAY OF September, 2025.

| **DISTRICT** | **AUTHORIZED SIGNER *or* CONTRACTOR** |
|---|---|
| Signature: _____ | Signature:  |
| Lisa August | Print Name: Verónica R Cruz |
| Associate Superintendent | Title: Executive Director |
| ysantanaperalta@srcs.k12.ca.us | Email: Veronica@restorativeresources.org |
| 707-890-3800 x80201 | Phone: 707-542-4244 |

SRCS Board Approved:_____

Contract Number 0000001

**Board Target Date:** 9/24/25-Due to Purchasing by 9/5/25

# Request for Board Approval of Contract

**Vendor/Contractor/Consultant:** Community Matters

**SCHOOL SITE/DEPARTMENT USE ONLY**

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

* Any person, business, or organization that will be providing non-professional services to the District

** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

*** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source (Code):** 01 - 0500 - 0 - 1810 - 1000 - 4316 - 109 - L125 % 100

____ - _____ - ___ - _____ - _____ - _____ - _____ - _____ % _____

____ - _____ - ___ - _____ - _____ - _____ - _____ - _____ % _____

____ - _____ - ___ - _____ - _____ - _____ - _____ - _____ % _____

**Funding Category:** ☐ Base ☐Supplemental ☐Concentration
☐ Restricted: _____ ☒Other: no cost to school

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

**Contract is:** New **Contract Amount**: 0.00

**School Site/Department:** Proctor Terrace Elementary **Number of Individuals Served:** 42

**Approved at Site by*:** Rani Goyal Date: 08/27/2025

* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

**Departmental Approval**:** _____ Date: 08/26/2025

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

**Contract Created by:** Rani Goyal **Role:** Site Administrator

**Site/Dept:** Proctor Terrace Elementary **Phone #:** 707-390-3950

**Proposed Contract Start Date:** 09/24/2025 **Proposed Contract End Date:** 06/30/2026

**Requisition #:** _____

**BUSINESS SERVICES USE ONLY**

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

***Board Approval Date:*** _____

**LAST REVISED ON 4-9-25**



For the other form, place to attach the signed contract

**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 Community Matters, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

2 full school days (6.5 hrs ea) PLUS 1 additional hour each day for adults

1) Provide 2 days of onsite training for 35-40 NEW Safe School Ambassadors and 5 - 7 adults (1 adult per 6 students),
as described in SSA program literature. On Day 2, the school may add up to 12 previously trained veteran Ambassadors and Program Adults. (1:6 adult-to-student ratio for each day)
2) Provide program materials for all training participants. Includes post-training support for the implementation of the program.
3) Provide up to 2 hours of program implementation support by phone, web, and email.

Ensure a school or district employee will provide supervision at all times when the CONSULTANT has contact with pupils.

(b) CONTRACTOR's Responsibilities and Duties:

Community Matters Matching Grant -$8000.00

Program delivery commences upon receipt of the signed contract. Program deliverables include online access to program materials, pre-training technical assistance and coaching, on-site or virtual training delivery and ongoing program support, coaching, and technical assistance by Community Matters staff. Invoices are sent upon receipt of the
signed contract by Community Matters.

Prior to booked training, CM provides designated staff at the Recipient site(s) ("Program Advisor") with coaching and support directly related to preparation & successful execution of the program. Proper preparation is critical and makes it possible for CM to provide our highest level of service and ensure success. This includes, but is not limited to, providing suitable working space(s), recruiting and preparing participants (as appropriate), providing supplies & equipment, and printing participant handouts provided by CM, unless noted otherwise.

CM will provide information and/or training materials for participants.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on Sept. 24, 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 zero Dollars ($0.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Community Matters Matching Grant of $8,000.00, so no cost to the school, excluding supplies the school already has and food.

Link for Contract from Community Matters:
https://drive.google.com/file/d/1cnD8EJBAtRahKf3Z_4IN5WC8b0ngUfHm/view?usp=sharing

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

The Safe School Ambassadors® Program (SSA) is our evidence-based program that harnesses the power of students to prevent and stop bullying and mistreatment. It is considered a social-emotional learning program (SEL) and has been approved by many school districts as meeting their required SEL criteria.

The SSA Program is a student-centered model that educates diverse social leaders with the skills to prevent and reduce bullying. It is the nation's most effective student-led bullying prevention program.

The Safe School Ambassadors® Program relies on the "inside-out" approach to improving school climate. Student bystanders see, hear, and know things adults don't, can intervene in ways adults can't and are often on the scene of an incident before an adult. They are a critical and necessary resource for positively impacting the crisis of bullying in our schools.

We will review Panorama data from previous years, the number of referrals for restorative conferences, and the number of tips on StopIt. This program meets goal 2 in the school SPSA.

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:** | **CONTRACTOR:** |
|---|---|
| Santa Rosa City Schools | Name: Community Matters |
| 211 Ridgway Ave | Street: PO Box 14816 |
| Santa Rosa, CA 95401 | City/State/Zip: Santa Rosa, CA 95402 |
| 707-890-3800 | Phone: 707-823-6159 |
| kcook@srcs.k12.ca.us | Email: cmacct@community-matters.org |

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 24 DAY OF September, 2025.

| **DISTRICT** | **AUTHORIZED SIGNER *or* CONTRACTOR** |
|---|---|
| Signature: _____ | Signature: _____ |
| Lisa August | Print Name: _____ |
| Associate Superintendent | Title: _____ |
| ysantanaperalta@srcs.k12.ca.us | Email: _____ |
| 707-890-3800 x80201 | Phone: _____ |

SRCS Board Approved:_____

# CLIENT SERVICES AGREEMENT
## Education Division

**Soliant Health, LLC** (the "Company"), and **Santa Rosa City Schools** whose primary location is 211 Ridgway Ave., Santa Rosa, CA 95401 (the "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Company's employees (the "Consultant" or "Consultants") with Client. This Agreement will govern the overall terms of the relationship, while separate Client Assignment Confirmation (Addendum A) for each placement will outline specifics such as bill rates, personnel, assigned discipline, and assignment lengths.

1. **Scope of Services.**
The Company, a staffing agency in the business of providing supplemental staffing to the public and private education sector, will use commercially reasonable efforts to provide Consultants to Client on a temporary basis or, if specifically requested by Client, for permanent placements. The parties agree that Company cannot guarantee the result or performance of the Consultants placed on a temporary or permanent basis. Client attests that it currently holds and agrees it will maintain all requirements necessary to operate its business and to utilize the Consultants in the positions assigned. If a Consultant is unable to complete the specified assignment, Company may use its commercially reasonable efforts to find a replacement in a timely manner.

2. **Independent Contractor.**
The parties agree that the relationship of each to the other is that of an independent contractor. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a subcontractor arise, the Company will notify Client in advance of the assignment to receive approval.

3. **Term of Agreement.**
This Agreement begins on the date of the latest signature below ("Effective Date") and remains in effect for a period of one (1) year unless terminated earlier in accordance with the provisions of this Agreement. Following the initial term, this Agreement will automatically renew for successive one-year periods. If either party elects not to renew, all obligations under this Agreement will cease at the end of the current term, except for any provisions that expressly or by their nature survive termination.

4. **Telepractice Services.**
Company, at Client's request, may provide telepractice services through its teletherapy provider VocoVision. Should utilization of VocoVision occur, Client will receive **Addendum A – Teleservices Assignment Confirmation** which outlines specific terms and conditions regarding VocoVision's telepractice services.

5. **Insurance.**
Company will maintain at least the following minimum amounts of insurance:
   General Liability - $2,000,000 per occurrence and $4,000,000 aggregate.
   Workers Compensation - in accordance with state regulations.
   Employer's Liability - $1,000,000.
   Excess Liability over General Liability and Employer's Liability - $5,000,000 per occurrence and $5,000,000 aggregate.
   Professional Liability - $1,000,000 per occurrence and $3,000,000 aggregate.
   Sexual Abuse and Molestation - $1,000,000 per claim and $3,000,000 aggregate

6. **Competency and Licensing.**
Company will make reasonable efforts to present only Consultants qualified for their discipline based on the applicable Department of Education licensing and certification requirements, professional standards, and Client requirements for the disciplines placed with Client. The Company will conduct pre-employment screenings to provide Consultants who meet the applicable standards and Client requirements. To assist in these efforts, Client will provide Company with all necessary standards and Client requirements for each discipline a Consultant may work in. Client acknowledges that it possesses the unique and necessary knowledge to assess the qualifications of any Consultant referred to work with Client, and Client agrees that it has the ultimate responsibility of approving a Consultant's licensure, certifications, and qualifications as acceptable for Client in the assigned discipline. To this end, Company will make available to Client all necessary Consultant records that Company may disclose and may, at Client's discretion, facilitate an interview between Client and Consultant to assist in the assignment decision. If Client becomes aware of any notices, findings, or information, including but not limited to fingerprint search results, that may negatively impact the start or continuation of an assignment, Client will notify Company in writing within three (3) business days of Client's knowledge of such information and will provide Company with all relevant and necessary details regarding the situation. Failure to notify Company may result in the termination of this Agreement and any current or future assignments.

7. **Credentialing and Onboarding.**
Consultants assigned to Client must pass all required background checks, fingerprinting, and security screenings in accordance with federal, state, and local requirements as applicable to Client and the assigned discipline. Client will confirm that Consultants meet these requirements prior to the start of an assignment.

Client acknowledges that Consultants must complete Company's onboarding and credentialing processes prior to the start of an assignment, and Client agrees that Consultants may not provide any services prior to their completion of onboarding and credentialing. Company will provide Client with written notice of Consultant's completion of onboarding and credentialing and Consultant's authorization to begin work. If Client authorizes a Consultant to begin work before completion of the onboarding and credentialing process, Client accepts full responsibility for such authorization. Client agrees to indemnify, defend, and hold harmless Company from all liabilities, losses, damages, costs, and expenses arising due to Consultant's performance of services during such period and agrees that in no instance is Company liable to Client for its decision to authorize work without Company's written approval and confirmation of completion of onboarding and credentialing.

8. **On-Site Responsibility.**
Client will provide Consultants with orientation to all Client specific policies, procedures, and processes necessary to provide services, including but not limited to safety policies and procedures, and Client will provide all necessary support, facilities, training, direction, and means for Consultants to satisfactorily complete the assignment. Client acknowledges that Company does not provide special education, therapy, nursing, or related services and only provides candidate identification and placement services. As such, the provision of Consultant's services is not supervised by Company. Client will provide Consultant and Company written notice and contact information of the Client supervisor assigned to each Consultant. At all times, Consultants are subject to Client's guidance, supervision, and control for the work performed and services provided. Client is responsible for Consultant's adherence to the applicable standards of practice and Client requirements, and only Client is responsible for determining the appropriate services to be provided by Consultant. Client will not allow Consultant, at any time, to perform work or provide services that are outside the scope of the duties and responsibilities of their assigned position, and Client will not allow Consultant to perform work at any location other than the location(s) agreed upon with Company. Client will not allow, request, or require that Consultants use any automobile, regardless of ownership, or Consultant's personal devices in performance of any work for Client without the written consent of Company. Client acknowledges that any deviation from Client's policies and procedures, as orientated to Consultants, should be immediately reported in writing and directly to Company so it may offer correction and/or counseling to the Consultant.

9. **Administrative Responsibilities**.
Client is responsible for orienting Consultants to Client's policies and procedures regarding the submission of any paperwork required for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. Should Consultant fail to submit paperwork as required by Client's policies and procedures, Client will notify Company in writing within three (3) business days of Client's knowledge of the alleged failure. Failure to timely notify Company or notify Company before an assignment ends negates any Client claim to withhold payment due to untimely work and/or paperwork non-compliance.

Where required by federal, state, or local law, Client acknowledges it is responsible for providing and administering meal and rest periods to Consultants in accordance with such laws because Company does not maintain control over Client's workplace. If Client operates in such a jurisdiction, Client will provide a written policy outlining Client's requirements and procedures to Company and Consultants, and Client will provide appropriate training to Consultants so they may comply with such policy. Client agrees to indemnify Company for any payments or other expenses incurred by Company relating to Client's failure to properly administer any legally required meal or rest breaks. Client will immediately notify Company in writing if it is unable or unwilling to provide or administer legally required meal and rest breaks. In such an event, Company may immediately terminate any or all current and future assignments with Client. In the event of any inquiries regarding meal and rest break compliance, Client and Company will cooperate in good faith to resolve the matter in accordance with applicable laws and best practices. If corrective action is necessary, the parties will work together to determine an appropriate resolution.

10. **Workplace Conditions and Reporting of Work-Related Injuries.**
Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed necessary for the positions to which Consultants are assigned. Client warrants that its facilities and operations comply with all applicable federal, state, and local safety and health laws, regulations, and standards, including but not limited to all applicable workplace safety standards. Client agrees it is responsible for providing all necessary safety training and equipment to Consultants, and for each Consultant's compliance with applicable health and safety requirements, including those instituted by Client. Client ensures compliance with all applicable workplace safety obligations, including general training on the reporting of work-place injuries or incidents, and occupational exposure to bloodborne pathogens. Records of such occurrences will be maintained by Client and will be accessible to Company. In the event of a workplace injury, incident, or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the appropriate treating department as per Client protocol. Consultant will concurrently report any workplace injury, incident, or exposure to Company for the purpose of reporting such event to Company's workers' compensation carrier. If Client's reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

11. **Employment of Consultants.**
Should Client wish to engage in a contingency search agreement for specific disciplines to help fulfil required staffing levels, the parties will work together to develop a separate agreement outlining the scope of such requested search.

12. **Equal Opportunity and Workplace Harassment.**
Both parties agree to provide equal opportunity to all Consultants and agree that they will not discriminate against, harass, or retaliate against any Consultant based on race, religion, color, sex, national origin, age, disability, veteran status, or any other status or condition protected by applicable federal, state, or local laws. Client will promptly investigate all allegations of discrimination, harassment, and retaliation, and will immediately report to Company any such incident or suspected incident involving a Consultant and Client employees or agents or occurring at Client's worksites. Client will indemnify Company for all losses, liabilities, or damages associated with defending any charge, complaint, claim, cause of action or suit by any governmental or administrative agency and/or any Consultant or anyone acting on Consultant's behalf, arising in whole or in part due of Client or Client's employees or agents..

13. **Timekeeping and Invoicing.**
Client will ensure that Consultants accurately record the start and stop times for all hours worked in accordance with Client's policies and that Consultants utilize Client's designated method for submission of Company's timesheet. Timesheets and/or timesheet approvals are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Company will generate an invoice based on timesheets submitted. Each invoice will contain a unique invoice number, date(s) of services provided, Consultant name, job title, hourly bill rate, total hours billed, and total amount due. Company pays overtime in compliance with federal, state, and local laws. Client agrees to be billed at one and one-half (1.5) times the regular bill rate for all hours when Company is required to pay overtime. Client must notify Company in writing if pre-approval is required for overtime hours prior to any such hours being worked. Client attests that only Client employees with appropriate knowledge and authority will review and approve invoices and will notify Company of any errors within fifteen (15) days of the date of invoice, and Company agrees that all non-disputed amounts are due and payable according to the standard payment terms contained herein. Company and Client will work in good faith to resolve any errors, and Company will provide a corrected invoice mutually acceptable to both parties within ten (10) business days of a resolution. In the event Client fails to report errors within fifteen (15) days, disputes will not be accepted, and the invoice will be due and payable in full.

14. **Payment Terms, Default Charges, and Minimum Wage Increases.**
Company will submit invoices to Client on a weekly basis for all services provided during the previous week. **Client's payment is due within fifteen (15) days of receipt of invoice.**

Invoices are considered past due if not paid by the agreed upon due date. Client agrees to pay all necessary collection costs, including reasonable attorney's fees and costs. Company reserves the right to approve or discontinue any extension of credit and the terms governing such credit.

If Company is required to increase Consultant's compensation due to minimum wage increases or experiences an increase in compensation costs as a direct result of any law, order, or other government action, Client agrees that Company may increase the bill rates at a proportional level. Company agrees it may only increase bill rates up to a level that places Company in the same position it was prior to such law, order, or action. Company will provide fifteen (15) days written notice to Client prior to any such change taking effect.

15. **Limitation of Liability.**
NEITHER PARTY WILL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND WILL NOT BE LIMITED BY THESE PROVISIONS.

16. **Incident and Error Tracking.**
Client will report to Company any performance issues, incidents, errors, or other similar events related to the work or services provided by Consultants. Company will document reported incidents and may track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of Client's knowledge of the occurrence.

17. **Termination of Assignment With Cause.**
Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within forty-eight (48) hours. If Client does not report such deviation(s) and terminates an assignment or does not provide the required documentation following a termination, Client will be assessed

an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation. The parties agree that Consultants are an integral part of Company's operations and a resource that may have been developed over years, and Client acknowledges that Company may not be able to find another position for Consultant, ultimately leading to termination of Consultant's employment with Company. Accordingly, any delay or absence of written notice may result in lost revenue or other consequences not foreseen at this time. Therefore, the parties agree the liquidated damages in this Section are reasonable for the probable loss suffered by Company in the event of Client's breach of this provision.

Client is responsible for all costs and fees up to the point of termination. Client will provide Company a five (5) business days exclusivity period to refill the position in the event of termination with cause. Should Company identify a suitable Consultant, Client will agree to the original or extended terms of the terminated Consultant's assignment. In the event a replacement Consultant requires higher compensation, Client agrees that Company may proportionately increase the bill rate to put Company in the same position as it was before the termination.

18. **Termination of Agreement and Termination of Assignment Without Cause.**
Client may terminate an assignment or this Agreement upon thirty (30) days written notice. Client is responsible for all charges and fees prior to notice date and through the 30-day period of notice. If Client is unable to or does not provide thirty (30) days written notice, Client will be billed for thirty (30) days at the agreed upon regular bill rate and minimum hours for all terminated assignments. In the event of termination without cause, Client is responsible for any housing and travel costs actually incurred by Company because of such termination.

19. **Minimum Hours.**
Client will provide Consultants with the number of work hours per week specified in the applicable Client Assignment Confirmation. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the minimum work hours. Minimum work hours will be reduced to reflect scheduled closings for holidays and planning days.

20. **Force Majeure and Unscheduled Facility Closure Policy.**
Neither party is liable for failure or delay in performing its obligations, if such failure or delay is due to natural disasters, pandemics, acts of war, government regulations, or other events or causes beyond the parties' control. Further, the parties agree that Company is not liable for failure or delay in performing its obligations, if such failure or delay is due to termination of Consultant or Consultant's resignation. If services are interrupted, both parties will make reasonable efforts to resume operations.

Notwithstanding the foregoing, the parties agree that in the event of an unforeseen or unexpected interruption resulting from a complete or partial unscheduled closure of Client's facilities due to natural or manmade events, including but not limited to fires, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services all Consultants whose services can be performed in such a setting. Client agrees to be billed for virtual services at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours will be entered and processed according to the normal time submittal and approval process, unless otherwise requested in writing by Client and agreed upon by Company. Company and Client will work in good faith to determine which contracted disciplines qualify for virtual services, however Client may not decline virtual services of a Consultant if the same services are provided virtually by Client employee(s). For Consultants not eligible for virtual services, Client will be invoiced and will pay for each affected Consultant a rate of $200 per day for each workday that the affected Consultant is unable to work due to an Unscheduled Closure.

21. **Multiple Locations.**
If Client requires Consultant to travel to and perform services at more than one location, Client will compensate Company for travel time between facilities at the regular hourly bill rate and for mileage not to exceed the then current IRS reimbursement rate.

22. **Issue Resolution.**
In the event Client encounters an issue that is not satisfactorily resolved by its Company representative, Client should escalate the issue to the appropriate Company manager by calling 800-849-5502. Please ask for your account representative's manager.

23. **Indemnification.**
To the fullest extent permitted by law, each party (the "Indemnifying Party") will indemnify, defend, and hold harmless the other party, and each of their respective officers, directors, agents, and employees (the "Indemnified Party") against all liabilities, losses, damages, costs and expenses ("Losses") to the extent caused by the actions or inactions of the Indemnifying Party. In no event will the Indemnifying Party's obligations extend to Losses resulting solely from the negligent act or omission, willful misconduct, breach of this Agreement, or unlawful act of an Indemnified Party.

The Indemnified Party will notify the Indemnifying Party promptly after receiving notice of a claim, lawsuit, demand, action, or threatened action ("Claim") covered by the indemnity obligations in this Agreement and will provide the Indemnifying Party with all necessary documentation for the Indemnifying Party to assess its obligations under the Agreement. The parties will

keep each other reasonably informed regarding the status of any Claim, will work in good faith in the defense and settlement of Claims, will provide notice to and consult with each other prior to settling any Claim. Neither party will, without the other's written consent, settle or compromise any claim or consent to the entry of any judgment regarding any Claim which indemnification is being sought unless such settlement, compromise, or consent (i) includes an unconditional release of the other party from all liability arising out of such claim; (ii) does not include any admission or statement suggesting any wrongdoing or liability on behalf of the other party; (iii) does not contain any equitable order, judgment, or term that affects, restricts or interferes with the business of the other party; and (iv) does not place any monetary obligations or liabilities on the other party. Any omission or delay in complying with this paragraph by the Indemnified Party will relieve the Indemnifying Party of its obligations to the extent it is prejudiced by such omission or delay. This Section will survive any termination or expiration of this Agreement.

**24. Confidentiality.**

Each party acknowledges that, they (the "Receiving Party") will learn confidential information of the other party (the "Disclosing Party"). Confidential information (as defined here and below) is any information which is private to the Disclosing Party but is shared by to the Receiving Party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements, and terms and conditions of this Agreement.** It is agreed that neither party will disclose any Confidential Information of the other party to any person or entity nor permit any person or entity to use Confidential Information, except as required to fulfill the party's obligations under this Agreement.

Confidential Information of Company also includes, but is not limited to, any and all information owned or controlled by Company and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Company and which is not generally disclosed to the public, including but not limited to employee and Consultant information and Company's technical data, policies, financial data, contract terms and provisions, billing rates, and permanent placement fees whether disclosed orally, in writing, or by inspection, and that should be reasonably understood to be confidential given the nature of the information.

If the Receiving Party attempts to use or dispose of any Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of this Agreement, the Disclosing Party has the right, in addition to other remedies which may be available to it, to obtain injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant. The parties acknowledge and agree that monetary damages may not be a sufficient remedy for any breach or threatened breach of this Section and, therefore, such injunctive relief is appropriate as a remedy and the breaching party waives any requirement for the securing or posting of any bond showing actual monetary damages in connection with such breach.

The parties understand and agree that nothing in this Section is meant to prevent any disclosure of Confidential Information required under federal, state, or local law, regulation, or a valid order issued by a court or governmental agency (each a "Legal Order"). Before making such disclosure, the Receiving Party will provide the Disclosing Party with (i) prompt written notice of such Legal Order so the Disclosing Party may seek, at its own costs and expense, a protective order or other remedy; and (ii) reasonable assistance, at the Disclosing Party's costs and expense, in opposing such disclosure. If, after providing notice, the Receiving Party remains subject to a Legal Order to disclose any Confidential Information, the Receiving Party will disclose only the portion of Confidential Information that such Legal Order specifically requires to be disclosed.

**25. Family Education Rights and Privacy Act, Data Protection, and Cybersecurity.**

Where applicable, Company will comply with all laws, rules, and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about Client's students may be contained in records maintained by Company and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect relevant records in accordance with FERPA and Client policy. If necessary, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines. Notwithstanding the foregoing, Client will not, unless necessary in furtherance of this Agreement, disclose such information to Company or Consultant, and Client will not, under any circumstances, allow Consultant to remove such information from Client facilities. If such removal occurs, Client will immediately notify Company, and the parties will work in good faith to remedy the situation. Except where required by law, Company will not disclose to any third party, without prior consent of a parent/guardian and written consent of Client, any information regarding students that Company may learn or obtain during this Agreement.

The parties will implement and maintain reasonable security measures to protect data from unauthorized access, disclosure, or use and will comply with all applicable federal, state, and local laws regarding privacy and data protection. In the event of a data breach affecting the other party, the affected party must notify the other party within five (5) business days of its awareness of the breach. Upon termination of this Agreement or upon the other party's request, each party will return or securely destroy records and data in accordance with applicable laws. Client agrees Company is free from any liability arising from or relating to Client's failure to provide onsite supervision or to orient and train Consultant on Client's policies, procedures, or oversight related to data protection.

**26. State Retirement System Notice**.

This notice is intended to clarify the manner of payment in contemplation of a Consultant's mandatory or permissive participation in a state teacher retirement system, school employees' retirement system, and/or any similar or successor

system applicable to the professionals provided by Company. Client agrees that if formal notice is required to be given to any Consultant that participation in any such retirement system/pension is either: 1) permitted by Consultant's election; or 2) is required by law, then Client is solely responsible for providing such notice to Consultant and fulfilling all associated administrative duties. The parties agree that the applicable employee share paid to the system by Client shall be deducted from the amount due to Consultant by Company. Client and Company expressly acknowledge and agree that if any Consultant is required to or elects to participate in a retirement system/pension, Client is solely responsible for: 1) creating an account for Consultant with the appropriate retirement system/pension; 2) all present and/or future obligations to make employee and employer cash payments/ contributions to the retirement system/pension as required by law and/or set by the retirement system/pension; and 3) otherwise administering all employer functions pertaining to the Consultant's interest in retirement system/pension. Client will immediately notify Company if any Consultant is required to or voluntarily elects to participate in any such system. In such event, Client will advise Company of the withholding obligation percentages (both employer and employee share) so that invoices to Client and payment to the Consultant may be adjusted accordingly. The parties agree that Client will withhold and pay to the retirement/pension both the employee and employer shares. The parties agree that the applicable employee and employer shares paid to the system by Client will be deducted from the amount owed to Company by Client.

**27. Conflicts of Interest.**
The parties acknowledge their respective obligation to report any conflict of interest and/or apparent conflict of interest that may interfere with the ability to perform under this Agreement. To that end, the parties hereby certify and represent that their officials, employees, and agents do not have any significant financial or other pecuniary interest in the other party's business or operations, and no inducements of monetary or other value were offered or given to any officer, employee, or agent of the other party. Each party agrees to promptly notify the other in the event it becomes aware of any conflict of interest or apparent conflict of interest.

**28. Client Funding.**
The parties acknowledge that Client's obligations under this Agreement may be subject to budgetary constraints and appropriations by government authorities. If funding for services under this Agreement is reduced or eliminated by governmental action, Client will immediately notify Company in writing. In such cases, the parties will negotiate in good faith to modify the Agreement to allow for continuation of services. However, if Company, in its sole discretion, determines that it is not feasible to continue providing services at reduced costs, Company may immediately terminate this Agreement and all current and future assignments, without liability to Client.

**29. Survival.**
The parties' obligations under this Agreement which by their nature continue beyond termination, cancellation, or expiration of this Agreement, will survive termination, cancellation or expiration of this Agreement.

**30. Notices.**
All notices required to be given in writing will be sent to the names/addresses listed below.

| ***Soliant Health LLC*** | ***To Client*** |
|---|---|
| Contract Department<br>5550 Peachtree Parkway<br>Suite 500<br>Peachtree Corners, GA 30092<br>ContractNotices@soliant.com | Attention: Santa Rosa City Schools<br><br>Address: 211 Ridgway Ave., Santa Rosa, CA 95401 |

**31. Governing Law.**
This Agreement shall be governed by and construed in accordance with the laws of the State where the services are provided, without regard to its conflict of laws principles. Any legal action or proceeding arising out of or relating to this Agreement shall be brought exclusively in the state or federal courts located in the State in which services were performed.

**32. Electronic Signatures, Counterparts, and Authority.**
This Agreement and any related documents may be executed and delivered electronically, including by email or electronic signature software. Signatures transmitted electronically will be considered valid and binding as if they were original signatures.

This Agreement may be executed in one or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument. A signed copy of this Agreement transmitted by electronic means (such as email or other software) will have the same legal effect as an original signed copy.

The persons signing this Agreement represent that they have the proper authority to bind their respective party. If Client is entering into this Agreement on behalf any additional affiliated facilities, Client represents that it has the proper authority to

bind those facilities to the terms of this Agreement. As such, Client will be jointly and severally liable under this Agreement for the obligations of such additional affiliated facilities.

**33. Severability and Waiver.**
If any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions will continue in full force and effect. When possible, the parties agree to negotiate in good faith to replace any invalid or unenforceable provision with a legally valid alternative.

Failure or delay by either party to enforce any provision of this Agreement will not be considered a waiver of that provision or any other provision, and a waiver of any right(s) under this Agreement must be in writing and signed by the waiving party. No waiver of any default will be deemed a waiver of any subsequent default.

**34. Entire Agreement.**
This Agreement and each duly executed Amendment or Exhibit represents the entire agreement between the parties and supersedes any prior understandings or agreements, whether written or oral, between the parties with respect to the the subject matter herein. The parties acknowledge that they were given the opportunity to discuss this Agreement with legal counsel. Should any provision of this Agreement require judicial interpretation, the interpretation shall not apply any rule of construction to construe the provision(s) more strictly against one party. This Agreement will inure to the benefit of and will be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, subject to the limitations contained herein. This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the parties.

This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties. ***(Please return all pages of this Client Services Agreement)***

CLIENT ID – CLIENT NAME

| **173763 - Santa Rosa City Schools** | **Soliant Health, LLC** |
|---|---|
| _____ | _____ |
| Signature Date | Signature Date |
| _____ | _____ |
| Print Name | Print Name |
| _____ | _____ |
| Title | Title |

Date Vendor Total of Order Total to Date Notes

SANTA ROSA CITY SCHOOLS
EMBRACE • ENGAGE • EMPOWER

**Board Target Date:** 9/24/25

# Request for Board Approval of Contract

**Vendor/Contractor/Consultant:** Steve Smith

SCHOOL SITE/DEPARTMENT USE ONLY

**Check one of the following:**

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

* Any person, business, or organization that will be providing non-professional services to the District

** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.

*** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

**Funding Source (Code):** 01 - 0000 - 0 -3702 - 1000 -5800 -251 - 5151

**Funding Category:** ☐ Base X Supplemental ☐Concentration
☐ Restricted: _____ ☐Other: _____

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

**Contract is:** ☐New **X** Renewal ☐Addendum/Amendment **Contract Amount:** $10,200

**School Site/Department:** Piner High School **Number of Individuals Served:** PHS STEM Cert Population LV 2&3

**Approved at Site by*:** _____ Date: 9/8/2025
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

**Contract Created by:** Kurt Kruger / Science / Piner High School **Phone #:** 707-481-5536
Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** July 1, 2025 **Proposed Contract End Date:** May 31, 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 Steve Smith, hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide Smith Smith access to the SPARQ Center and SPARQ Observatory.

(b) CONTRACTOR's Responsibilities and Duties:

Continue with the development and implementation of the SPARQ Observatory and SRG (SPARQ Research Group), including assistance in the following areas:

1. Student resource guide development for Astrophotography procedures, including video tutorials.
2. Continued systems calibration and documentation.
3. Systems implementation, integration, maintenance, and documentation.
4. SPARQ Research Group Development (SRG): Astrophotography, Photometry, and asteroid detection projects to satisfy STEM Certificate Level 2 & 3 projects.
5. Auto guider system overhaul replacing outdated current system. This includes documentation for student use.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2025, and will continue through May 31, 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 ten thousand two-hundred dollars ($10,200.00) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

170 hours @ $60.00 per hour for a maximum total of $10,200.00 from July 1st 2025 through May 31, 2026. Monthly itemized invoices will be provided by Mr. Smith.

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]

1. Completion of Contractors' Responsibilities and Duties as outlined above.
2. Greater student involvement in **S**PARQ **R**esearch **G**roup **(SRG)**.
3. Greater number of Level 2 and 3 projects for our **STEM Symposium** in May 2026.
4. SPARQ Astrophotography/Photometry Student Resource guide/procedures update.

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: Steve Smith
Street: 421 Sheldon Street
City/State/Zip: Petaluma, CA 94952
Phone: 707-721-6174
Email: ssbeyond59@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: Steve Smith |
| Interim Superintendent | Title: Independent Contractor |
| ysantanaperalta@srcs.k12.ca.us | Email: ssbeyond59@gmail.com |
| 707-890-3800 x80201 | Phone: 707-721-6174 |

# 2025-26 COMMUNITY ENGAGEMENT INITIATIVE (CEI)
# PEER LEADING AND LEARNING NETWORK (PLLN) DISTRICT/LEA AGREEMENT
# COHORT V AND/OR COHORT VI

This AGREEMENT is made by and among the Marin County Superintendent of Schools and the Marin County Office of Education (collectively, "Administrative Agent"), acting on behalf of the California Collaborative for Educational Excellence ("CCEE"), and **Santa Rosa City Schools** ("DISTRICT"). Hereinafter, the Administrative Agent (on behalf of the CCEE) and DISTRICT shall be referred to collectively as "PARTIES."

**Background**

The Community Engagement Initiative ("CEI") was established by the California State Legislature and the Governor on June 27, 2018 (Section 140 of Assembly Bill No. 1808 ("AB 1808"), Chapter 32 of the Statutes of 2018) for the purpose of all of the following:

(1) Building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils.

(2) Identifying effective models of community engagement and metrics to evaluate those models.

(3) Developing effective peer-to-peer partnerships between school districts and county offices of education, utilizing the existing professional learning networks structure administered by the CCEE, to deepen community engagement using lessons learned from the work identified in paragraph (1) and the models identified in paragraph (2).

(4) Scaling up the work identified in paragraphs (1), (2), and (3) to improve community engagement statewide and incorporate practices that prove effective towards school district and county office of education continuous improvement efforts.

Pursuant to AB 1808 and the resulting Request for Applications ("RFA"), the California Department of Education ("CDE") and the CCEE, with approval from the executive director of the State Board of Education ("SBE") selected the San Bernardino County Superintendent of Schools ("SBCSS"), Families In Schools ("FIS"), and the California Association for Bilingual Education ("CABE") as the expert Lead Agency Consortium, consistent with Section 52073.1 of the Education Code, to co-administer the CEI with the CCEE.

The CCEE and the Lead Agency Consortium were charged with soliciting teams to participate in the CEI and included professional learning networks. For the first professional learning network, they were required to select four to six geographically diverse teams that represent different regions of the state and include community members, pupils, school site staff and leadership, school district staff and leadership, and county office of education staff and leadership affiliated with a common single school district. In the selection process, AB 1808 required positive consideration be given to teams that are engaging in activities consistent with building capacity in communities and school districts to have difficult conversations with each other and build trust, with a focus on improving outcomes for pupils, and teams that have been successful in engaging community members that have not historically been engaged with their school district.

The 2022-23 Education Omnibus Budget Trailer Bill (Assembly Bill 181, Chapter 52 of the Statutes of 2022) funded and established an expansion of the CEI (now known as CEI 2.0). The initiative's next phase will be led by the California Collaborative for Educational Excellence (CCEE) in partnership with the San Diego County Office of Education (SDCOE), the University of San Diego (USD), and Eskolta School Research and Design, as the Lead Agency Consortium. The expansion will build on CEI 1.0's foundation to reach more California districts, schools, county offices, community partners, families, and students.

**The PARTIES hereby agree as follows:**

**SECTION I: Privileges and Obligations of DISTRICT and DISTRICT TEAM MEMBERS, to be enforced by DISTRICT**

A. Peer Leading and Learning Network. DISTRICT agrees to participate in Cohort V and/or Cohort VI PLLN in pursuit of the statutorily-defined goals set forth above. Participating in the PLLN includes, but is not limited to, the following:

- Organizing a team to participate in the Cohort V and/or Cohort VI PLLN through June 30, 2026, with a minimum of eight meetings per year. DISTRICT shall provide CCEE and LEAD AGENCY CONSORTIUM with a list of all 2025-26 DISTRICT TEAM MEMBERS no later than September 1, 2025. All DISTRICT TEAM MEMBERS shall participate in all PLLN meetings.
    - If a DISTRICT TEAM MEMBER has a reasonable and irreconcilable conflict that prevents attendance at a meeting, the DISTRICT shall inform the CCEE (info@californiaengage.org) and LEAD AGENCY CONSORTIUM immediately and seek a replacement who can fill the vacated role. DISTRICT shall secure a replacement for any DISTRICT TEAM MEMBER who is unable to continue participating in the PLLN within one month of the TEAM MEMBER providing notice of withdrawal, and, in such a circumstance, shall notify the CCEE and LEAD AGENCY CONSORTIUM of any proposed replacement with sufficient time for them to ensure the proposed replacement meets all participant requirements.
    - If a DISTRICT TEAM misses a meeting, the DISTRICT shall confer with the CCEE and LEAD AGENCY CONSORTIUM to determine whether continued participation in the PLLN is appropriate or if this AGREEMENT should be terminated. If a DISTRICT TEAM misses **two** meetings, this AGREEMENT shall be terminated pursuant to Section III.E below unless the CCEE and LEAD AGENCY CONSORTIUM determines an exception is warranted.
- Communicating regularly with the CCEE and LEAD AGENCY CONSORTIUM regarding the PLLN, including reading, and responding promptly to, all PLLN-related communications from the CCEE and LEAD AGENCY CONSORTIUM.
- Responding to all research inquiries regarding the CEI and the PLLN from, or facilitated by, the CCEE, the LEAD AGENCY CONSORTIUM, or anyone conducting an evaluation on behalf of the CCEE and/or LEAD AGENCY CONSORTIUM. Inquiries may include, but are not limited to, surveys, focus groups, and end-of-year reflection documents.
- Permitting any CCEE or LEAD AGENCY CONSORTIUM staff member or representative to attend all or part of any DISTRICT team meeting.
- Sharing resources developed through engagement in the PLLN with the CCEE, LEAD AGENCY CONSORTIUM and future CEI PLLNs.

- Engaging in open dialogue on issues related to improving local pupil outcomes. Individual DISTRICT TEAM MEMBERS will be expected to share professional and personal experiences related to topics within the scope of the CEI and its goals to support the success of the PLLN.
- Partnering with other communities and school districts on improving community engagement.
- Actively supporting the goals and objectives of the PLLN.
- Keeping DISTRICT's governing board regularly informed of the DISTRICT's engagement in the PLLN as needed.
- Providing meeting space at a DISTRICT school site (or a nearby location accessible to all TEAM MEMBERS) for PLLN meetings that is video-conference capable at no cost for any participant, when necessary.
- Pursuant to *Education Code* Section 52073.3 (f)(3A), the CEI shall support the districts/LEA's Community Engagement/Community School efforts, and team members' participation in the CEI (including internal staff, family/caregivers, community-based organizations, etc.)

B. Content License. DISTRICT agrees to grant CCEE, LEAD AGENCY CONSORTIUM, and all participants in current and future CEI PLLNs a free, transferable, non-exclusive license to use, reproduce, and distribute all information and content created by the DISTRICT or DISTRICT TEAM MEMBERS and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes, (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product, and (iii) the DISTRICT or TEAM MEMBER, as appropriate, is identified as the creator and/or owner of the information and content by including the appropriate name or logo on the information or content. The information and content produced, either in whole or in part, by a DISTRICT or TEAM MEMBER and presented or distributed at a PLLN meeting or as part of communications with or between PLLN participants shall not be copyrighted or patented by anyone other than the owner.

C. Assignment. Neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by DISTRICT without the prior written consent of CCEE. Any assignment or purported assignment of this AGREEMENT by DISTRICT without prior written consent of CCEE will be deemed void and of no force or effect.

D. Conflict of Interest. DISTRICT covenants, by itself and on behalf of its officers and directors, that it presently has no financial interest, including but not limited to, other projects or independent contracts, and shall not acquire any such interest, direct or indirect, which would conflict in any manner or degree with the satisfaction of the obligations under this AGREEMENT. DISTRICT further covenants, by itself and on behalf of its officers and directors, that in satisfying this AGREEMENT, no person having any such interest shall knowingly be employed or retained by it under this AGREEMENT.

E. Non-Discrimination. Neither DISTRICT, nor any officer, agent, employee, or subcontractor of DISTRICT shall discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other characteristic protected by law, in the performance of this AGREEMENT. To the extent they shall be found to be applicable hereto, DISTRICT and any officer, agent, employee, or subcontractor of DISTRICT shall comply with the provisions of Section 508 of the federal Rehabilitation Act of 1973, the Federal Civil

Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.), and the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article.

F. Insurance Requirements. DISTRICT shall, at DISTRICT'S expense, procure and maintain for the duration of this AGREEMENT general liability, workers' compensation, if required by applicable law, automobile liability and other insurance to protect against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Services or this AGREEMENT by DISTRICT and DISTRICT'S Subcontractors, officers, employees, agents, or representatives. MCOE/CCEE in no way represents or warrants that the insurance required under this Section F is sufficient to protect DISTRICT for liabilities that may arise from or relate to this AGREEMENT.

The general liability insurance shall have a per-occurrence limit of not less than Two Million Dollars ($2,000,000). All such insurance will be equivalent to coverage offered by a commercial general liability form, including, without implied limitation, personal injury and contractual liability coverage for the performance by Provider of the indemnity provisions set forth in this AGREEMENT.

The workers' compensation insurance, if required by applicable law, shall insure DISTRICT'S obligations and liabilities under the workers' compensation laws of California, including, without implied limitation, employer's liability insurance in the limits required by the laws of California.

G. Invoicing. To defray some of the costs of DISTRICT TEAM MEMBERS, including family/caregivers, students, community partners, and other non-district employees on the TEAM, participating in the Cohort V and/or Cohort VI PLLN meetings, DISTRICT may submit a quarterly invoice, along with supporting documentation, pursuant to activities outlined in Section I.A. of this AGREEMENT, which include the following:

- Participation in Cohort V and/or Cohort VI PLLN Meetings
- Provide resources and compensation for team members' participation in the CEI (including internal staff, family/caregivers, community-based organizations, etc.) pursuant to *Education Code* Section 52073.3 (f)(3A)

The sum of all invoices submitted by DISTRICT under this AGREEMENT shall not exceed **$70,000** for the 2025-2026 fiscal year. CCEE will provide an invoice template aligned with the following participation rate structure, applicable to eight meeting days total:

| **In Person and Virtual Participation Level** | **Rate per Cohort V and/or Cohort VI PLLN Meeting Day** | **Rate Description** |
|---|---|---|
| Full Participation (70-100%) | $8,750 | At least 70% attendance and engagement with tools, resources, and activities (i.e. note catcher, end-of-year tracking) |
| Prorated Participation (<70%) | $6,125 | Partial attendance of team members per meeting and limited engagement |

Invoices may be submitted at any time, but no later than 30 days after each quarter. The final invoice must be submitted within 30 calendar days after the termination date of this AGREEMENT and must be marked "FINAL"

by the DISTRICT. No payments will be made to the DISTRICT after this period. All invoices shall state the total amount for the invoice and be submitted via email to CCEE Accounts Payable at ap_ccee@ccee-ca.org. If requested by the Administrative Agent, DISTRICT shall provide additional documentation supporting an invoice.

**SECTION II: Privileges and Obligations of CCEE/Administrative Agent**

A. Funding. In accordance with the invoicing provisions and requirements set forth in Section I.G. above, CCEE/Administrative Agent shall provide DISTRICT up to **$70,000**, for satisfactory participation in the 2025-26 Cohort V and/or Cohort VI PLLN meetings.

Associated costs of services (e.g., copying and printing) shall be borne by DISTRICT or DISTRICT TEAM MEMBERS within the existing contract budget will not reimburse DISTRICT or DISTRICT TEAM MEMBERS for such expenses. Neither the Administrative Agent, nor the CCEE, nor the LEAD AGENCY CONSORTIUM has any financial obligation to DISTRICT or DISTRICT TEAM MEMBERS other than those detailed in this AGREEMENT. It is agreed between the PARTIES that this total amount may only be amended in writing by mutual agreement of the PARTIES. DISTRICT will be responsible for any costs related to satisfying this AGREEMENT beyond this sum.

B. Content License. CCEE agrees to grant DISTRICT a free, non-transferable, non-assignable, non-exclusive license with respect to all information and content CCEE develops with or for use by LEAD AGENCY CONSORTIUM MEMBERS and/or PLLN participants provided (i) the use, reproduction, and distribution is limited to educational and training purposes and (ii) the information and content is not sold, reproduced, or used, in whole or in part, as part of any fee-generating activity or product.

**SECTION III: Further agreement by all PARTIES**

A. Term. The term of this AGREEMENT shall be from **September 1, 2025** through **June 30, 2026**.

B. Partial Satisfaction. Acceptance by all PARTIES of some obligations to be satisfied under this AGREEMENT does not operate as a release from any remaining obligations under this AGREEMENT.

C. Independent Contractor. It is agreed that DISTRICT and all officers, employees and agents of DISTRICT are acting as an independent contractor of CCEE/Administrative Agent and not as a partner, joint venturer, agent or employee of Administrative Agent or CCEE. Personnel tasked by each DISTRICT with ensuring satisfaction of the obligations under this AGREEMENT shall at all times be under the DISTRICT'S exclusive direction and control. DISTRICT shall pay all the wages, salaries and other amounts due such personnel in connection with satisfying its obligations under this AGREEMENT and as required by law. DISTRICT shall be responsible for all reports and obligations respecting such personnel, including but not limited to, social security taxes, income tax withholdings, unemployment insurance, and workers' compensation insurance. It is further understood and agreed by the PARTIES hereto that DISTRICT in the satisfaction of its obligations hereunder is subject to the control or direction of CCEE/Administrative Agent merely as to the result to be accomplished by the obligations hereunder agreed to be rendered, performed, and satisfied, and not as to the means and methods for accomplishing the results. It is agreed that Administrative Agent/CCEE will not withhold any federal or state income tax from payment made pursuant to this AGREEMENT but will provide DISTRICT with a statement of payments upon request if necessary.

D. No Third Party Beneficiaries. Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of any third party against one or more of the PARTIES.

E. Termination. Any of the PARTIES may terminate this AGREEMENT without cause upon 30 days written notice served upon all other PARTIES stating the effective date of termination. A notice of termination shall be effective when received.

F. Waiver of Default. Any waiver by any of the PARTIES of any breach of any one or more of the terms of this AGREEMENT shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term hereof. Failure on the part of any of the PARTIES to require exact, full and complete compliance with any terms of this AGREEMENT shall not be construed as in any manner changing the terms hereof, or stopping CCEE from enforcement hereof.

G. Force Majeure.

1. In the event any DISTRICT is unable to comply with any provision of this AGREEMENT due to causes beyond its control such as acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, no DISTRICT shall be held liable to CCEE for such failure to comply.

2. In the event CCEE/Administrative Agent is unable to comply with any provision of this AGREEMENT due to causes beyond its control relating to acts of God, acts of war, civil disorders, flu pandemics, or other similar acts, CCEE shall not be held liable to any DISTRICT for such failure to comply.

H. Hold Harmless. Administrative Agent/CCEE shall indemnify, defend and hold harmless DISTRICT, its Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of DISTRICT'S performance of this AGREEMENT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Administrative Agent and/or CCEE.

DISTRICT shall indemnify, defend and hold harmless Administrative Agent and CCEE, their Directors, officers, employees, agents, volunteers and authorized representatives from and against any and all liability, loss, damage or claims for injury or damages arising out of DISTRICT's performance of this AGREEMENT but only to the extent such liability, loss or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT.

I. Notices. All correspondence and notices required or contemplated by this AGREEMENT shall be delivered in electronic form to the respective PARTIES at the e-mail addresses set forth below and shall be delivered in physical form to the respective PARTIES at the addresses set forth below. Any notice or other document shall be deemed to have been duly given on the date of personal service on the Parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the Parties at the addresses listed below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that mailings be registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee. Any notice to CCEE shall also be made to Administrative Agent, and any notice to Administrative Agent shall also be made to CCEE. The address to which correspondence or notices may be given to any Party may be changed by written notice given in accordance with this Paragraph. Any notice to the DISTRICT shall be made to the following individual:

| **DISTRICT** | **CCEE** | **Administrative Agent** |
|---|---|---|
| Santa Rosa City Schools | California Collaborative for | Marin County Office of Education |
| Attn: Stacy Desideri | Educational Excellence | Attn: Iishwara Ryaru |
| 110 Stony Point Rd #210 | Attn: Emma Oh | 1111 Las Gallinas Avenue |
| Santa Rosa, CA 92273 | 1029 J Street, Suite 450 | San Rafael, CA 94903 |
| sdesideri@srcs.k12.ca.us | Sacramento, CA 95814 | iryaru@marinschools.org |
| | ap_ccee@ccee-ca.org | |

J. Review by Legal Counsel. Each of the PARTIES has had the opportunity to, and have, to the extent each deemed appropriate, obtained legal counsel concerning the content and meaning of this AGREEMENT. Each of the PARTIES agrees and represents that no promise, inducement or agreement not herein expressed has been made to effectuate this AGREEMENT.

K. Litigation Costs. Except as otherwise provided in this AGREEMENT, if any PARTY becomes involved in litigation arising out of this AGREEMENT or the performance thereof, each PARTY shall bear its own litigation costs and expenses, including reasonable attorney's fees.

L. Governing Law; Jurisdiction; Venue; Interpretation; Severability. This AGREEMENT shall be governed by the laws of the State of California. Any legal action related to the satisfaction, performance, or interpretation of this Contract shall be filed only in the Superior Court of Marin County, and the PARTIES waive any provision of law, including California Code of Civil Procedure, § 394, subdivision (a), providing for a change of venue to another location. Prior to the filing of any legal action, the PARTIES shall be obligated to attend a mediation session with a third party mediator in an attempt to resolve the dispute, with each PARTY to bear its own costs of mediation and the costs of the mediator to be evenly divided between CCEE/Administrative Agent and each DISTRICT involved in the dispute. In the event any provision in 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 without being impaired or invalidated in any way.

M. Authority to Enter into Agreement. Each Party to this AGREEMENT warrants that it has the full power and authority to enter into this AGREEMENT and to carry out the transactions contemplated by it and has taken all action necessary to authorize the execution, delivery, and performance of this AGREEMENT.

N. Entire Agreement/Amendment. This AGREEMENT, including any Attachments to which it refers, constitutes the final, complete, and exclusive statement of the terms of this AGREEMENT between the PARTIES pertaining to the subject matter of this AGREEMENT. It 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. The provisions of this AGREEMENT may be modified only by mutual agreement of the PARTIES. No modification shall be binding unless it is in writing and signed by the PARTY against whom enforcement of the modification is sought.

O. Counterparts and Electronic Signatures. This AGREEMENT may be executed in two or more counterparts, including copies and signatures sent by facsimile, electronic mail, or other electronic means, each of which shall be deemed an original, and together will constitute a binding and enforceable agreement as if all PARTIES had executed the same copy hereof, consistent with the provisions of the Uniform Electronic Transactions Act (Civil Code § 11633.1 et seq.).

(SIGNATURES ON FOLLOWING PAGE)

**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date hereof.

**Administrative Agent**

Signature: _____ Date: _____

Printed Name and Title: Iishwara Ryaru, Assistant Superintendent - CCEE Liaison

Address: 1111 Las Gallinas Avenue

City: San Rafael State: CA Zip Code: 94903

**California Collaborative for Educational Excellence**

Signature: _____ Date: _____

Printed Name and Title: Matthew Navo, Executive Director

Address: 1029 J Street, Suite 450

City: Sacramento State: CA Zip Code: 95814

Signature: _____ Date: _____

Printed Name and Title: Mindy Fattig, Deputy Executive Director

Address: 1029 J Street, Suite 450

City: Sacramento State: CA Zip Code: 95814

**DISTRICT/LEA**

Signature: _____ Date: _____

Printed Name and Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

KING

**Proposal:**

# Professional Consulting Services

**Prepared for:**

Santa Rosa City Schools District


**Attention:**
**Lisa August**
Interim Superintendent
laugust@srcs.k12.ca.us
707-890-3800 Ext. 80101

**Primary Contact:**
**Jamie King-Iseman**
President
jamie@kinginc.com
916-706-3538

# Experience and Qualifications

King Consulting is an established and recognized school facility planning firm. We offer a wide array of services to assist school districts of all sizes across California and the nation with their school planning needs and funding opportunities.

Our work includes the completion of long-range master plans, boundary studies, demographic studies, enrollment projection studies, developer fee justification studies (both Level I and Level II), developer mitigation, and State/Local/Federal eligibility and funding applications. For the past 27 years, King Consulting has worked with clients throughout California and the nation.

Our professional, enthusiastic staff has over 107 years of combined experience. We are a small firm, with only highly experienced staff who excel in their specific areas of expertise. Our combined experience has resulted in our firm's ability to adhere to timelines and organize projects so that the client's needs are exceedingly met. While we specialize in managing and summarizing complex data analyses, we pride ourselves on our unique ability to disseminate the information to our clients and their stakeholders. We are always excited for the opportunity to meet in person or over the phone to clearly explain anything needed to our clients' staff, school board, and community. Our clients receive information within a broader context that includes full narrative explanations that school district staff and school board members repeatedly reference throughout the year.

While we excel in all areas of school facility planning, we are most proud of the lasting relationships we form with our clients. We care about our school districts, and we get to know them intimately through the course of our work. For this reason, so many of our clients work with us year after year. King Consulting digs deeper and tries harder in every aspect of our work because we become personally invested in the districts with whom we work.

Thank you for the opportunity to submit this proposal.

# Scope of Services

This document represents an agreement between the District and King Consulting. For the compensation stipulated, King Consulting shall provide the following services:

**STATE SCHOOL FACILITY PROGRAM FUNDING ELIGIBILITY**

Review, prepare, and submit documentation required to maximize the District's New Construction and Modernization eligibility under the State School Facility Program.

- Obtain from the District and State facilities enrollment information required to determine the amount of State Modernization and New Construction grant funding eligibility under the State School Facility Program:
    - Review and compile current CalPADS enrollment data;
    - Review and compile facility database for each District site, including square footage by building, original date of construction, or State Phase C date of construction for facilities modernized under the former Lease Purchase Program;
    - Prepare State Enrollment projections using all available methodologies to ensure maximum eligibility is captured:
        - 5-Year Projection;
        - 10-Year Projection;
        - Modified and Alternative Weighting Mechanisms;
        - Birth Rate Adjustment (by County and Zip Code);
        - Dwelling Unit Research and Augmentation;
        - Student Yield Factor Review;
- Review site diagrams for square footage, classroom counts, and age of facilities. Prepare and update facility capacity database annually to include any new additional facilities;
- Prepare required enrollment and facilities reports for District review and approval to file with the Office of Public School Construction to seek approval of Modernization and New Construction eligibility. Prepare annual updated enrollment and facilities reports as needed or required;
- Secure State Allocation Board approval of District's eligibility.

*Continued on next page*

## STATE SCHOOL FACILITY PROGRAM FUNDING APPLICATION SERVICES

### Strategic Funding Plan

Review historical, current, and future District capital facility projects to identify State funding opportunities and develop a Strategic Funding Plan to maximize the District's local funding. Programs include, but are not limited to:

- Modernization
- New Construction
- Career Technical Education Facilities Program
- Facility Hardship
- Financial Hardship
- Seismic Mitigation
- Minimum Essential Facilities
- Charter School Facility Program
- Preschools, Kitchens, and Health Facilities
- Lead in Water Remediation

### Assist with Preparation of State Funding Applications

Assist the District with all applications for State approval and funding. These services may include, but are not limited to:

- California Department of Education (CDE) plan approval requests;
- Division of State Architect (DSA) plan approval requests;
- DSA exemption verification;
- Office of Public School Construction (OPSC) Funding Applications (Form 50-04);
- OPSC Fund Releases (Form 50-05);
- OPSC Expenditure Reports (Form 50-06);
- Assistance with potential appeals to the State Allocation Board;
- Preparation of narrative grant applications for CTEFP projects.

### Assist with Audit and Expenditure Reporting

Assist the district with the audit process and all expenditure for State funding received under the SFP. These services may include, but are not limited to:

- Provide grant certification requirements checklist to ensure the District is adhering to SFP regulations for all State-funded projects;
- Collect and maintain all documentation that will be required at audit;
- Following approval and funding of project, prepare Detailed List of Project Expenditures, Annual Expenditure Reports, Substantial Progress Reports, etc.;
- Continue to provide support until such time the local auditor and State Controller's Office has certified and closed the project.

# Consulting Fees

For the services outlined, the District shall pay King Consulting at the **hourly rate of $205, not to exceed $82,000 (400 hours)**. King Consulting will bill the District in increments of 15 minutes, and invoice on a monthly basis. The scope of work necessary to complete the services listed in this Agreement is dependent upon the availability and quality of the District's enrollment and facilities information.

The fees shall cover all normal business expenses incurred on behalf of the District. Necessary visitations to the District by King Consulting will be reimbursed on an actual and necessary basis. Reimbursed visitations shall have prior approval by the District.

The District shall be responsible for reviewing and verifying all data included in documents, forms, and reports prepared by King Consulting on behalf of the District. The District shall be responsible for consulting legal counsel as related to the preparation and submittal of documents, forms, and reports.

The terms of this agreement shall remain in force unless mutually amended.

## ADDITIONAL CONSIDERATIONS

King Consulting shall be reimbursed as follows:

- Work Completed above and beyond the hours specified in this contract shall be billed at **$205.00 per hour**;
- Mileage for all meetings shall be reimbursed to King Consulting at the IRS standard mileage rate;
- Application filing fees and other State-required fees are the responsibility of the District;
- Express Mail expenses will be documented and reimbursed to King Consulting;
- Reproduction of documents shall be the responsibility of the District. King Consulting will provide duplicating costs at an actual cost basis.

## VALIDITY PERIOD

The quoted price and services outlined in this contract are valid for a period of 60 days from the date of issuance. Any acceptance of this proposal beyond the specified validity period may result in a reevaluation of the pricing and services offered. Both parties acknowledge and agree that any changes to the scope of work, market conditions, or other relevant factors may necessitate adjustments to the terms outlined herein after the expiration of the 60-day validity period.

# Signatures

This Agreement is between the Santa Rosa City Schools District and King Consulting.



**Lisa August**
Interim Superintendent
Santa Rosa City Schools District

**Jamie King-Iseman**
President
King Consulting

07/01/2025

**Date**

**Date**

SANTA ROSA CITY SCHOOLS
Excellence is our Common Ground

# SANTA ROSA CITY SCHOOLS
# SERVICE CONTRACT 338799-26

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Sonoma County Junior College District hereinafter referred to as "CONTRACTOR".

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:**

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

**For Billing** *(if applicable)*: ☐ Bill to: Santa Rosa Junior College Billing frequency: _____

**Contract is:** ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

**Number of Individuals Served:** Approx. 100 - 150

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

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

**Contract Created by:** Aaron Gildengorin, Coord. Alt. Ed. **Phone #:** 707-890-3800 ext. 80347
Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date: Aug. 18, 2025 Proposed Contract End Date: May 23, 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 4-5-17**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide instructional space, (classrooms) and the use of white boards, projector or Apple TV monitor, access to WiFi, and other "regular" classroom items such as desks and chairs as follows:

For SRJC classes from August 18, 2025 to May 23, 2026: (See Attached Exhibit A) at the following school:

1. James Monroe Elementary School

(b) CONTRACTOR's Responsibilities and Duties:

Conduct EMLS (formerly ESL), GED and HiSET prep, and Adult Education classes at **the above listed school;** Monitor classes as appropriate; reimburse **DISTRICT** for custodial services each day classes meet only if hours fall outside their normal scheduled hours. outlined below (under #3). Charges will either be at a rate of 1 or 2 hr. blocks per day depending on the school. *If charges are generated, **All invoices for all sessions must be received by CONTRACTOR no later than June 10, 2026.**

Spring 2026 schedule will be provided no later than November 30, 2025. **Please note that classes may be cancelled by CONTRACTOR if the minimum enrollment of 22 (for noncredit classes) is not met.**

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on **August 18, 2025,** and will continue through **May 23, 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 ___N/A_____Dollars $____N/A___. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

SRJC will pay SRCS site custodial based on any extra duty hours that is accrued outside their normal working hours.

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?):

Santa Rosa Junior College will provide free Basic Computer Skills, ESL, and High School Equivalency (GED/HiSET preparation) classes. These classes will be for both parents of children attending the two sites listed, as well as other adults in the general Sonoma County area. Funding to run classes is provided by the California Adult Education Program and the goal is to provide a variety of free/low cost educational options for adults throughout Sonoma County, regardless of prior school experience, to increase financial and personal growth. The classes being offered at the two SRCS sites will help to raise computer literacy, English language skills for non-native English speakers, and help adults attain a GED or HiSET (High School Equivalency) certificate. By raising their own skills, parents will be better able to help their children with their own education. This will be done by being able to better assist them with homework and serving as a positive role model for the importance of education.

Measurement of increase in skill level for the ESL and High School Equivalency classes is done through CASAS (Comprehensive Adult Student Assessment System) testing. Students are given a pre-test before taking classes and a post test after classes are completed. Results of the testing are inputted into the SRJC data system where progress is tracked. Students taking the basic computer skills class are graded on their class performance and passing a final exam/project. By passing the class, students will demonstrate they learned the skills taught in the class.

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

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

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

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

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

10. Indemnification:

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

(b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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

(a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

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

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

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

| **DISTRICT:** | **CONTRACTOR:** |
|---|---|
| Name: Santa Rosa City Schools | Name: Santa Rosa Junior College |
| Street: 211 Ridgway Ave | Street: 1501 Mendocino Ave. |
| City/State/Zip: Santa Rosa, CA 95401 | City/State/Zip: Santa Rosa, CA 95401 |
| Phone: 707-890-3800 | Phone: 707-527-4541 |
| Email:mmartin@srcs.k12.ca.us | Email: mgarcia2@santarosa.edu |

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS _____ DAY OF

**DISTRICT**

Signature: _____

Print Name: Lisa Cavin

Title: Associate Superintendent /CBO

Email: mmartin@srcs.k12.ca.us

Phone: 707-890-3800

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: _____

Print Name: : Stephanie Jarrett

Title: Director of Purchasing and Risk Management

Email: sjarrett@santarosa.edu

Phone:707-527-4413

# Exhibit A

## SRJC Off-Campus Courses 8/18/25 - 12/10/25

| Fall 2025 Schedule | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| Santa Rosa City Schools *IMPORTANT NOTE: START AND END TIME INCLUDES 15 MIN TO OPEN AND CLOSE ROOM | | | | | | | | |
| **Campus** | **Courses** | **Dept.** | **Sect.** | **Days** | **Hours** | **Beg Date** | **End Date** | **NOTE** |
| James Monroe Elementary, TBD | EMLS 713 | EMLS | 3142 | MW | 5:45-9:30 pm | 8/18/25 | 12/10/25 | NO CLASS: 9/1, 11/24 & 11/26/25 |
| James Monroe Elementary, TBD | EMLS 714 | EMLS | 1942 | MW | 5:45-9:30 pm | 8/18/25 | 12/10/25 | NO CLASS: 9/1, 11/24 & 11/26/25 |

CyberReef

# Quotation

**Quote #:** Q-06749-1
**Created Date:** 6/4/2025 8:14 AM
**Expiration Date:** 9/2/2025

**CyberReef Solutions**
415 Texas Street, Suite 300
Shreveport, LA 71101
(318) 497-7230

**Ship To**
Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
United States

**Bill To**
Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
United States
bgonzales@srcs.k12.ca.us

| CyberReef Sales Representative | Phone | Email |
|---|---|---|
| Laura Pfender | (318) 218-1376 | laura.pfender@cyberreef.com |

| Service | Description | Quantity | Unit Price Per Bill | Total Price Per Bill |
|---|---|---|---|---|
| MobileWall Education | Children's Internet Protection Act (CIPA) filtering | 20.00 | $24.00 | $480.00 |

**Quote Total for 12 Months[1]: $480.00**

[1] Excludes applicable taxes.

Quote Primary Contact: Beatrice Gonzales, 707-975-1288, bgonzales@srcs.k12.ca.us
Carrier Rep Name: Nancy Titone E0B1D

**Notes:**
Service Term: 8/2/2025 - 8/1/2026

**Signature** **Effective Date**

By signing this quote document, you are agreeing to the Terms and Conditions at: **www.cyberreef.com/tcs**

THANK YOU FOR YOUR BUSINESS!

Docusign Envelope ID: 5FB3DE64-5C24-446C-B04F-3441821C7632

# Solution Tree
# Purchase Agreement

Effective May 8, 2025 Solution Tree Inc. ("Solution Tree"), located at 555 N. Morton St., Bloomington, IN 47404, and Cesar Chavez Language Academy ("Customer"), located at 2480 Sebastopol Rd, Santa Rosa, CA 95407, agree as follows:

1. **Summary:** Customer will purchase the following Solution Tree products and services:

| Description | Payment | Expected Invoice Date |
|---|---|---|
| 1 CAPS Network Registrations: Principals | $4,000 | Upon execution of Agreement |
| 4 CAPS Network Registrations: Teachers | $4,000 | |
| **Total** | $8,000 | |

2. **Payment Terms:** Customer will provide Solution Tree with a purchase order made out to Solution Tree, 555 N. Morton St., Bloomington, IN 47404, for the full amount due under this Agreement plus any applicable taxes. All payments are due net 30 days from the actual date of invoice. All past due invoices are subject to a monthly finance charge as allowed by law. Solution Tree will invoice Customer based on the following schedule:

3. **CAPS Network Registrations:** Customer will purchase 1 CAPS Network Registrations for principals for $4,000.00 per registration and 4 CAPS Network Registrations for teachers for $1,000.00 per registration for the 2025/2026 CAPS Network. Solution Tree will process CAPS Network Registrations upon receipt of a purchase order or full payment. Each CAPS Network Registration includes access to a CAPS Network Cohort and one book selected by Solution Tree and the CAPS Network presenters. Solution Tree provides each cohort with 6 days of professional development to be scheduled throughout one academic year.

4. **General Terms**

   **4.1. Intellectual Property:** Customer acknowledges that all tangible or electronic presentation materials, handouts, and/or program books used in conjunction with services performed under this Agreement are pre-existing and that no materials will be developed specifically for Customer. All previously owned rights will be retained, and Customer may not reproduce any materials not designated reproducible without express written permission. All audio, video, and digital recording of the services by Customer is prohibited.

   **4.2. Force Majeure:** If an event beyond the parties' control makes performance impossible, illegal, or commercially impracticable (a "Force Majeure Event"), the parties will proceed as follows:

   **a.** If a Force Majeure Event prevents services from occurring on-site, the parties will arrange for the affected services to be delivered virtually on the scheduled dates.
   **b.** If a Force Majeure Event prevents services from occurring as scheduled, the parties will use best efforts to reschedule or make substitutions for affected services or products.
   **c.** If a Force Majeure Event prevents performance entirely, neither party will have any further liability to the other party for the prevented performance.
   **d.** All obligations unaffected by a Force Majeure Event will remain in place.

Docusign Envelope ID: 5FB3DE64-5C24-446C-B04F-3441821C7632

**4.3. Termination:** Solution Tree may terminate this Agreement if Customer does not provide a purchase order at least 30 days before the first scheduled date.

**4.4. Contingency:** This Agreement is contingent upon the cohort reaching 100 participants. If the cohort does not reach 100 participants, Solution Tree may terminate this Agreement.

**4.5. Entire Agreement:** This Agreement, any purchase orders issued pursuant to this Agreement, any RFP in place between the parties, any other written agreement executed by the parties for the same services included in this Agreement, and any exhibits attached hereto constitute the entire agreement of the parties and supersede any prior or contemporaneous written or oral understanding or agreement. No waiver or modification of any of the terms of the Agreement will be effective unless made in writing and signed by both parties, and the unenforceability, invalidity, or illegality of any provision of this Agreement will not render the other provisions unenforceable, invalid, or illegal. Any waiver by either party of any default or breach hereunder will not constitute a waiver of any provision of this Agreement or of any subsequent default or breach of the same or a different kind.

This Agreement is acknowledged and accepted by Customer and Solution Tree:

By: DocuSigned by: Aida Diaz B7A518CC15F947B... 5/9/2025

Aida Diaz
Principal
Cesar Chavez Language Academy

Date

By: DocuSigned by: Darren Grissom BE1D648C7E604D8... 5/23/2025

Darren Grissom
Director of State Offices
Solution Tree

Date

Docusign Envelope ID: 5FB3DE64-5C24-446C-B04F-3441821C7632

Solution Tree

## CONTACT INFORMATION

**Please provide the following information.**

### Who will be the contact person for the work?

Contact: Aida Diaz

Title: Principal

Phone: 707-890-3890

Email: adiaz@srcs.k12.ca.us

Cell #: 707-975-1670

Fax:

### Who will receive and pay the invoices?

Contact: Irma Estrella

Title: Administrative Assistant

Phone: 707-890-3890

Email: iestrella@srcs.k12.ca.us

Fax:

### Shipping Information *(required for resource delivery)*

Shipping Contact:

Shipping Address:

City, State, Zip:

Phone:

Delivery Date:

Delivery Times:

Choose one:

- ☐ Do you have a Delivery Dock?
- ☐ Do you have double doors (for pallet)?
- ☐ Do you require inside delivery?

Company:
**SANTA ROSA CITY SCHOOLS**

Requested By:
**Adrian Bica**
Executive Director, Technology

Description:
**Smartnet Renewal 1 year term- Contracts 203472196, 203487640, 203499291, 203526167**

# Proposal #36958

| Bill To: | Ship To: | Sold To: |
|---|---|---|
| SANTA ROSA CITY SCHOOLS<br>211 RIDGWAY AVE<br>ATTN PURCHASING<br>SANTA ROSA, CA 95401-4320 | SANTA ROSA CITY SCHOOLS<br>211 RIDGWAY AVE<br>ATTN WAREHOUSE - CENTRAL RECEIVING<br>SANTA ROSA, CA 95401-4320 | SANTA ROSA CITY SCHOOLS<br>211 RIDGWAY AVE<br>ATTN PURCHASING<br>SANTA ROSA, CA 95401-4320 |
| Created: 8/6/2025<br>Expires: 9/6/2025<br>Version: 1 | Account Manager: jjones<br>Systems Engineer: romalley | Terms & Conditions:<br>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 |
|---|---|---|---|---|---|
| **DO Hyperflex & UCS** | | | | | |
| **SMARTnet support** | | | | | |
| 3 | 2 | **CON-SNT-HXR26454**<br>US ONLY SNTC NBD 8X5 UCS 6454 FI WITH 8X25G CABLES Contract# 203526167 | 1,877.46 | 3,754.92 | |
| 4 | 1 | **CON-SNT-AF220CM5**<br>US ONLY SNTC NBD 8X5 HYPERFLEX HX220C M5 ALL FLASH NODE Contract# 203526167 | 1,543.36 | 1,543.36 | |
| 5 | 8 | **CON-SNTP-CC220M5L**<br>US ONLY SNTC 24X7 4HR UCS C220 M5 LFF W/O CPU MEM HD PCIE PSU Contract# 203499291 | 858.10 | 6,864.80 | |
| **Licensing** | | | | | |
| 7 | 3 | **HXDP-M5-DC-AD-R**<br>HyperFlex Data Platform M5 Datacenter Advantage (RENEW ONLY) Contract# 203472196 | 4,747.78 | 14,243.34 | T |
| 8 | 1 | **HXDP-M5-SW-MY**<br>HX Data Platform M5 multi-year subscription for terms 13-60 Contract# 203472196 | 0.00 | 0.00 | T |
| 9 | 1 | **SVS-DCM-SUPT-BAS**<br>Basic Support for DCM Contract# 203472196 | 0.00 | 0.00 | |
| **C9500 switches** | | | | | |
| **SMARTnet support** | | | | | |
| 12 | 2 | **CON-SSSNT-C950DU16**<br>Cisco SMARTnet Solutions Support 8 x 5 x NBD (SSSNT) Contract# 203499291 | 1,275.71 | 2,551.42 | |
| **Licensing** | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| 14 | 1 | **C9500-DNA-L-A-1R**<br>C9500-DNA-24Y4C-A= (C9500 24Y4C, DNA Advantage, Prime Infra LF AS)Contract# 203499291 | 3,701.37 | 3,701.37 | |
| 15 | 1 | **C9500-DNA-L-A-1R**<br>C9500-DNA-24Y4C-A= (C9500 24Y4C, DNA Advantage, Prime Infra LF AS) Contract# 203499291 | 3,701.37 | 3,701.37 | |
| 16 | 2 | **CON-SSTCM-C9516XA**<br>SOLN SUPP SW SUB SOLN SUPP SW SUBC950 | 363.10 | 726.20 | |
| 17 | 1 | **C9500-DNA-L-A-1R**<br>C9500-DNA-24Y4C-A= (C9500 24Y4C, DNA Advantage, Prime Infra LF AS) Contract# 203499291 | 0.00 | 0.00 | |
| 18 | 1 | **C9500-DNA-L-A-1R**<br>C9500-DNA-24Y4C-A= (C9500 24Y4C, DNA Advantage, Prime Infra LF AS) Contract# 203499291 | 0.00 | 0.00 | |
| **Firewalls - Firepower 4125** | | | | | |
| **SMARTnet support** | | | | | |
| 21 | 2 | **CON-SSSNT-FPR4125N**<br>US ONLY SOLN SUP NBD 8X5 FIREPOWER 4125 NGFW APPL 1U Contract# 203487640 | 22,011.60 | 44,023.20 | |

**Need more time to get important stuff done? Ask us about**

dgi>enable

| | |
|---|---|
| Subtotal | $81,109.98 |
| Handling | $0.00 |
| Estimated Sales Tax (10.%) | $1,424.33 |
| Professional Services | $0.00 |
| Shipping | $0.00 |
| Total | $82,534.31 |

Company:
**SANTA ROSA CITY SCHOOLS**

Requested By:
**Adrian Bica**
Executive Director, Technology

Description:
**Smartnet Renewal 1 year term- Contracts 203472196, 203487640, 203499291, 203526167**

# Proposal #36958

## Proposal Notes

CMAS Contract No.: 3-22-09-1021

CMAS Contract Term: through June 26, 2027

Base GSA Schedule No.: GS-35F-0511T

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

Company:
**SANTA ROSA CITY SCHOOLS**

Requested By:
**Adrian Bica**
Executive Director, Technology

Description:
**Smartnet Renewal 1 year term- Contracts 203472196, 203487640, 203499291, 203526167**

# Proposal #36958

## 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

### Office Locations

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

### 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

### 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

SANTA ROSA CITY SCHOOLS
EMBRACE • ENGAGE • EMPOWER

**Board Target Date: _____September 24, 2025_____**

# Request for Board Approval of Contract

**Vendor/Contractor/Consultant:___Cotati-Rohnert Park Unified School District _____**

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

☐ Independent Contractor/Business/Organization* X 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):** __ __ - __ __ __ __ - __ - __ __ __ __ - __ __ __ __ - __ __ __ __ - __ __ __ - __ __ __

**Funding Category:** ☐ Base ☐Supplemental ☐Concentration
X Restricted: ____Title I _____ ☐Other: _____

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

**Contract is:** X New ☐Renewal ☐Addendum/Amendment **Contract Amount**: __$2,400_____

**School Site/Department:____Educational Services _____** **Number of Individuals Served:** ___25_____

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

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

**Contract Created by:** Dr. LuzElena Perez, Educational Services____ **Phone #:** __(707) 890-3800_____
**Name of SRCS employee AND dept. or school site**

**Proposed Contract Start Date: _9/25/2025_____** **Proposed Contract End Date: _____6/30/2026_____**

**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 Cotati-Rohnert Park Unified School District., hereinafter referred to as "CONTRACTOR".

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Collaborate with a team of no more than 6 teachers, 1 counselor and an administrator from Rancho Cotate High School (RCHS) in the Cotati-Rohnert Park USD to inform the teachers at Elsie Allen High School as they launch year 1 of the 4X4.

Provide a location for up to 2 meetings at EAHS, each not to exceed 1.5 hrs. Compensate RCHS staff for up to 2 hrs for each session, the 2 hrs is inclusive of their drive time.

Provide the RCHS staff with topics in advance.

Both parties will agree on dates, sessions will be in after school hours.

(b) CONTRACTOR's Responsibilities and Duties:

At the request of the EAHS staff, SRCS is partnering with RCHS. Over the course of 2 sessions, each 1.5 hrs in duration, the RCHS teachers will provide guidance and support to the EAHS teachers to address the shift to the 4X4 schedule.

Desired Outcomes:
To address the instructional issues identified:

- Provide content specific support with the shift to a 4X4
- Guidance/ Insight in development of pacing guides for a 4X4
- Guidance/ Insight in year long syllabus conversion
- Implications of grading practices in a 4X4

RCHS desired staff includes:

- An English Language Arts teacher
- A math teacher
- A social science teacher
- A science teacher
- A special education teacher
- An ELD teacher
- A counselor
- An AP course teacher

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on September 25, 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 $2,400 DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

- 7 teachers from varied departments such as math, science, ELA, social science, SPED, AP teachers, ELD, and a counselor from RCHS @$75/hour/staff. Pay 2 hours including their travel time per session = Approx $150 per staff member, total of $1,200 with driven costs per session.
- Not to exceed $2,400 for 2 sessions.
- CRPUSD will bill SRHS for $150 per staff member per session. Staff members that participate in both sessions are billed at $300.

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]

- Co-development of pacing guides for a 4X4
- Co-development of a year long syllabus conversion
- Increased understanding of grading practices in a 4X4

SRCS will develop a pre and post survey for the EAHS staff to measure effectiveness.

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:** | **CONTRACTOR:** |
|---|---|
| Santa Rosa City Schools | Name: Cotati-Rohnert Park Unified School District |
| 211 Ridgway Ave | Street: 7165 Burton Ave |
| Santa Rosa, CA 95401 | City/State/Zip: Rohnert Park, CA 94928 |
| 707-890-3800 | Phone: (707) 792-4700 |
| kcook@srcs.k12.ca.us | Email: john_bartolome@crpusd.k12.ca.us |

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS _____.

| **DISTRICT** | **AUTHORIZED SIGNER *or* CONTRACTOR** |
|---|---|
| Signature: _____ | Signature: |
| Lisa August | Print Name: |
| Interim Superintendent | Title: |
| ysantanaperalta@srcs.k12.ca.us | Email: |
| 707-890-3800 x80201 | Phone: |

SRCS Board Approved:_____

# SERVICES ACCEPTANCE MEMORANDUM OF UNDERSTANDING

**To:**

**From:** Christan Maxwell, Executive Director

**Date:** September 2, 2025

NOW, THEREFORE, in consideration of the recitals and mutual obligations of the parties herein expressed, The Parent Institute for Quality Education (PIQE) and Santa Rosa City Schools District agree as follows:

RECITALS

Scope of Services: PIQE will provide 1 program to the following 5 schools Piner High School (combined with Hilliard Comstock Middle School and 6th Grade Parents from James Monroe Elementary School) Santa Rosa High School Montgomery High School Elsie Allen High School Maria Carrillo High School in the schools chosen based on the needs to meet the schools' yearly outcomes for family engagement. PIQE will recruit parents by phone, provide an Orientation session, a series of 8 weekly training sessions, organize and conduct a Q&A forum with the school's leadership team, culminating in a graduation ceremony with certificates provided to parents who attend four or more sessions. The program is designed to develop skills and techniques which will empower parents to address the educational needs of their school-aged children.

A. Virtual Services: Contingent on COVID-19 safety measures, should it be deemed necessary PIQE is prepared to provide on-line services. For virtual services, PIQE's Signature Program will be provided in eight-75-minute sessions, in which PIQE will support families with online connectivity and navigation, bridge families to resources, and support families to re-engage and transition to distance learning via a virtual platform (Zoom).

B. Location: TBD by School

C. Session Dates: TBD by school

D. Compensation: A fee of $ $10,000 no cap. Each additional class will be $2,000 for up to 30 parents at the same school and the same program. The minimum number of parents to open a class in any language is 15.

E. Cancellation: A class that does not have the minimum number of parents needed to keep the class open might be cancelled by mutual agreement on or before class #3; no classes can be


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cancelled on or after class #4, in case this happens, the school would have to pay the cost of the agreed class referred in the compensation described above.

School funding: _____

Copyright Protections: PIQE owns all products and all content in the program(s), including and without limitation the information, materials, text, graphics, protocols and the selection and organization thereof ("content"). The content is protected by copyright laws of the United States and other countries and may not be used, copied, distributed, displayed, modified, reproduced, published, posted or reverse engineered in whole or in part without the prior written permission of PIQE. ***Initials:*** _____

I accept these services at Santa Rosa City Schools District under the terms and conditions noted.

_____ _____
Date

Parent Institute Representative: **Ms. Christan Maxwell**

Christan Maxwell, Executive Director PIQE

*Now Anything is Possible!*


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**eSpark Learning**
2810 N Church St. #39739
Wilmington, DE 19802
Phone: +1 312-894-3100
Email: contracts@esparklearning.com

# eSpark Quote for Abraham Lincoln Elementary

Quote No.: Q-07814
Exp. Date: 09-30-2025

Prepared For: Jeanine Wilson
jwilson@srcs.k12.ca.us
Abraham Lincoln Elementary
Santa Rosa, CA 95401

Bill To: Abraham Lincoln Elementary
850 W 9th St
Santa Rosa, CA 95401

## Licenses

| | List Price | Customer Price | Quantity | Start Date | End Date | Total |
|---|---|---|---|---|---|---|
| **eSpark Premium** | 30.00 | 25.00 | 125 | 12-1-2025 | 11-30-2026 | 3,124.99 |
| Reading and Math subscriptions included | | | | | | |
| | | | | Subtotal | | 3,124.99 |

## Services

| | List Price | Customer Price | Quantity | Total |
|---|---|---|---|---|
| **PD Session** | 600.00 | 600.00 | 1 | 600.00 |
| Add'tl PD session(s), training up to 20 teachers & staff | | | | |
| | | | Subtotal | 600.00 |
| | | | **Total** | **3,724.99** |

## Terms & Conditions

**eSpark Learning**
2810 N Church St. #39739
Wilmington, DE 19802
Phone: +1 312-894-3100
Email: contracts@esparklearning.com

This quote incorporates and is subject to the terms & conditions on our website at www.esparklearning.com/terms, and constitutes a binding contract entered into between eSpark Inc. and the entity listed above. This agreement will automatically renew annually at full price before discount unless either party gives written notice of termination at least ninety days prior to expiration of the current term.

**Additional Terms:**
This document is an amendment Abraham Lincoln Elementary's 25-26 eSpark contract (attached). The license Start and End Dates have been updated.

Is a PO Required: Yes

Is this current billing contact information listed below correct? Yes
If no, please include the new billing contact information below.

Billing Contact: Jeanine Wilson
jwilson@srcs.k12.ca.us
707-890-3940 ext 77105

**Signer** Jeanine Wilson

Jeanine Wilson

Principal 09 / 15 / 2025