



Board Target Date: March 25th, 2026

Request for Board Approval of Contract

Vendor/Contractor/Consultant: LandPaths

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 01-3010-0-1157-1000-5800/5100-118-5197

Funding Category: Base Supplemental Concentration
X Restricted: Title I funds Other: _____

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

Contract is: New Renewal Addendum/Amendment Contract Amount: \$98,500

School Site/Department: Educational Services Number of Individuals Served: 210

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 3/9/26

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Proposed Contract Start Date: 05/01/2026 Proposed Contract End Date: 08/30/26

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 LandPaths, hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

- Both organizations will work to promote summer 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.
- 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 Summer, 2026 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 Rebecca Carrillo Steinrueck; rebecca@landpaths.org) immediately upon learning of any possible data breach.
- The DISTRICT will pay for transportation services and meals (breakfast, snack, & lunch) for summer programming.

(b) CONTRACTOR’s Responsibilities and Duties:

The CONTRACTOR will provide the following for the LandPaths program:

- Develop and maintain an application platform and share application link with SRCS Expanded Learning Department (for inclusion in broader summer 2026 application offerings for families). Both organizations will work to promote summer 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.
- In conjunction with SRCS staff, assist in the promotion and enrollment of students.
- Adhere to all the data privacy provisions, as listed in section above.
- Provide organization and administration of an outdoor experiential enrichment program for 210 students for a total of 5 weeks in Summer, 2026 (and 2 nights of overnight camping (1 night during the 3rd and 4th weeks for a total 32 students (16 students per week))).
- Provide teachers and support staff for the program.
- Arrange transportation with the West County Transportation team.
- As part of the process, will develop and share:
 - The student application database spreadsheet (to include SRCS ID# field for each student);
 - A daily roster of attendance for each day of the program’s operation (by individual student and showing any “no show” students); and
 - Assign an attendance designee (for any attendance reconciliation issues before, during or after programming).

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 05/01/26 and will continue through 08/30/26, 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 Ninety-eight thousand five hundred (\$98,500) dollars. 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]:

- Serve 210 students & their families with outdoor education themed summer enrichment programming for 5 weeks.
- LandPaths to also share their participant feedback and analysis with SRCS.

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

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

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

8. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the

event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

9. Indemnification:

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

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

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.
- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
- (d) Each such comprehensive or commercial general liability and automobile liability insurance policy shall be endorsed with the following specific language:

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

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

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

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

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

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

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

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

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

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

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

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

11. Termination:

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

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

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

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

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

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

kcook@sres.k12.ca.us

CONTRACTOR:

Name: LandPaths

Street: 618 4th Street

City/State/Zip: Santa Rosa, CA, 95404

Phone: 707-544-7284

Email: Rebecca@landpaths.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

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: 

Print Name: Lee Hackeling

Title: Executive Director of Operations

Email: lee@landpaths.org

Phone: 707-544-7284

SRCS Board Approved: _____



Board Target Date: March 25th, 2026

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Luther Burbank Center for the Arts

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

- * Any person, business, or organization that will be providing non-professional services to the District
- ** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
- *** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 12-2600-0-1157-1000-5800/5100-118-ELOP (\$70,000)

Funding Category: Base Supplemental Concentration
X Restricted: Title I funds Other: _____

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

Contract is: New Renewal Addendum/Amendment Contract Amount: \$70,000

School Site/Department: Educational Services Number of Individuals Served: 250

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 3/9/26

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michael J. Reimer - Ed. Services Phone #: 707-899-6112

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 05/01/2026 Proposed Contract End Date: 08/30/26

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

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 Luther Burbank Center for the Arts, hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

- Both organizations will work to promote summer 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.
- 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 Summer, 2026 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 Ashleigh Worley; aworley@lutherburbankcenter.org) immediately upon learning of any possible data breach.
- The DISTRICT will provide a host site for the summer programming, and provide meals (breakfast, snack and lunch for all participating students).

(b) CONTRACTOR’s Responsibilities and Duties:

- Develop and maintain an application platform and share application link with SRCS Expanded Learning Department (for inclusion in broader summer 2026 application offerings for families). Both organizations will work to promote summer 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 summer arts camp for 250 students for 4 weeks of programming in July, 2026
- Provide teachers and support staff for the program.
- In conjunction with SRCS staff, assist in the promotion and enrollment of students. SRCS student target set at 200 of 250 students (80%).
- As part of the process, will develop and share:
 - The student application database spreadsheet (to include SRCS ID# field for each student);
 - A daily roster of attendance for each day of the program’s operation (by individual student and showing any “no show” students); and
 - Assign an attendance designee (for any attendance reconciliation issues before, during or after programming).

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 05/01/26, and will continue through 08/30/2026, 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 Seventy five thousand (\$75,000)(??) dollars. 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]

- Serve 250 3-12 grade students (including the TK-2 student who are in the BGC program but will have access to arts programming through LBC partners) & their families with arts themed summer enrichment programming for 4 weeks.
- Culminating performance/celebration at the Luther Burbank Center for the Arts, showcasing students’ work and skills.

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: Luther Burbank Center for the Arts - Ashleigh Worley

Street: 50 Mark West Springs Rd

City/State/Zip: Santa Rosa, CA, 95403

Phone: (415) 747-7982

Email: aworley@lutherburbankcenter.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 Hulme

Interim Superintendent

ysantanaperalta@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature:

Print Name: Ashleigh Worley

Title: Director of Education & Community Engagement

Email: aworley@lutherburbankcenter.org

Phone: (415) 747-7982

SRCS Board Approved: _____



Board Target Date: March 25th, 2026

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Santa Rosa Metro Chamber/Mike Hauser Academy

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

- * Any person, business, or organization that will be providing non-professional services to the District
- ** Any person, business, or organization that will be providing professional services to the District (Usually as a result of an RFP, i.e., services that require extensive technical knowledge or training in their particular area of expertise.) Engineers, Financial Advisors, Architects, Auditors, Surveyors, Inspectors, etc.
- *** Two or more persons, businesses, corporations, or organizations that will be partnering with the District to perform certain services with the District

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): N/A

Funding Category: Base Supplemental Concentration
 Restricted: Title I funds Other: N/A

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

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

School Site/Department: Educational Services Number of Individuals Served: 100 max

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 3/9/20

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Proposed Contract Start Date: 05/01/2026 Proposed Contract End Date: 08/30/26

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 Metro Chamber/Mike Hauser Academy, hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district’s most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and 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 Summer, 2026 program together with SRCS only (with the exception of any required grant reporting summarized data);
 - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
 - The CONTRACTOR will destroy and delete all shared applicant data at the end of summer programming (including hard and any electronic copies). The exceptions being to conduct longitudinal research on the impact with students/families, and to offer additional supports and enrichment opportunities connected to the Mike Hauser program.
 - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; mreimer@srscs.k12.ca.us) immediately upon learning of any possible data breach.
- SRCS will identify and hire teachers and staff members.
- Provide summarized demographic data regarding number of students who qualify for free or reduced lunch, student race/ethnicity and student English Learner status, as requested.
- Provide transportation to and from pick up locations and partnering business locations.
- Provide additional student data regarding STEM class enrollment, as requested.
- SRCS teachers and staff members will attend professional development sessions and prepare and deliver lessons for students, as determined by the district’s Expanded Learning Opportunities Program Department.

(b) CONTRACTOR’s Responsibilities and Duties:

The Santa Rosa Metro Chamber will provide the following for the Mike Hauser Academy:

- Develop outreach strategies for student and family application and participation, working to prioritize access and equity for the district’s most underserved populations.
- Provide an orientation meeting to participating students and parents/guardians on an evening in May, 2026.
- Provide materials for all students and staff.
- Facilitate a one-day planning session for teachers.
- Identify a minimum of 8 partnering businesses. Students will participate in 3 weeks of day-long STEM related summer enrichment programming at local businesses.
- In conjunction with SRCS staff, assist in the promotion and enrollment of students. SRCS student target set at 80 of 100 students (80%).

- Organize a graduation ceremony on the final day of programming, to include speakers, certificates, food, invitations and other graduation ceremony items.
- Businesses or Metro Chamber to provide lunches for students each day.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 05/01/26 and will continue through 08/30/26, 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 Zero (\$0) dollars. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Not applicable.

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 80-100 9th grade students & their families with STEM related, workforce embedded, summer enrichment experiences.
- Increases in the student pre/post STEM interest survey.
- Increases in number of students enrolled in STEM classes in high schools.
- Summarized number of students pursuing College & Career in a STEM field pathway
- Summarized student attendance.
- Summarized grades
- Summarized graduation rate and a-g completion

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: Santa Rosa Metro Chamber

Street: 50 Old Courthouse Square, Suite 110

City/State/Zip: Santa Rosa, CA, 95404

Phone: 707-545-1414

Email: anandas@santarosametrochamber.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 Hulme

Print Name: Ananda Sweet

Interim Superintendent

Title: President & CEO

ysantanaperalta@srcs.k12.ca.us

Email: anandas@santarosametrochamber.com

707-890-3800 x80201

Phone: 707-545-1414

SRCS Board Approved: _____



Sant
Board Target Date: March 25th, 2026

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** 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

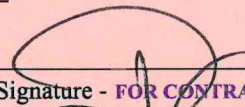
Funding Source (Code): 12-2600-0-1157-1000-5800/5100-118-ELOP (\$112,796)

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

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

Contract is: New Renewal Addendum/Amendment Contract Amount: \$112,796.00

School Site/Department: Educational Services Number of Individuals Served: 250

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

Departmental Approval**:  Date: 3/9/26
** Signature - DISTRICT OFFICE DEPT. SIGNATURE

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

Proposed Contract Start Date: 04/01/2026 Proposed Contract End Date: 08/30/26

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 Springboard Collaborative, hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district’s most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and 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 Summer, 2026 program together with SRCS 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 summer programming (including hard and any electronic copies).
- SRCS will hire and identify teachers (approximate 20:1 teacher to student ratio) and staff members. Teachers will take and record daily assessments and reading assessment data as part of their work.
- SRCS 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 Learning Opportunities Program Department.

(b) CONTRACTOR’s Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district’s most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and 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 Summer, 2025 program together with SRCS 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 summer programming (including hard and any electronic copies).
- SRCS will hire and identify teachers (approximate 20:1 teacher to student ratio) and staff members. Teachers will take and record daily assessments and reading assessment data as part of their work.

- SRCS 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 Learning Opportunities Program Department.

(c) CONTRACTOR's Responsibilities and Duties:

- CONTRACTOR to provide a comprehensive literacy and mathematics program ("CONTRACTOR Program" and sometimes just "Program") to be offered to those certain schools identified in this Agreement. The Program is CONTRACTOR's proprietary program combining targeted reading instruction, Family Workshops, Teacher coaching, mathematics activities and incentives to achieve data driven literacy and numeracy growth in Students. The CONTRACTOR Program shall include personalized instruction, workshop trainings for parents and professional development for teachers.
- Curriculum. CONTRACTOR will provide SRSC Teachers, Students and Families with educational content and "Program Materials" comprised of reading readiness and phonics lessons, mathematics materials & activities, 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 and numeracy 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 and numeracy. 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 and numeracy 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. There is a 7 book per Student limit on CONTRACTOR provided reward books.
- Family Workshops. In order to promote long-term family engagement in promoting lasting literacy and math gains achieved during the Program Session, conduct interactive training sessions led by Teachers to train Families about effective strategies for supporting their Student's academic growth at home.
- Connect Family App. Provide Families with access through a web-based application tool that provides reading and math 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, Trapezium Student Activity Kits, Math Incentives, and Student Rewards Funds totaling \$46,930.00 are included in the contract price of \$112,796.00. 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.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 04/01/26 and will continue through 8/30/26, 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 One hundred twelve thousand seven hundred ninety six (\$112,796) dollars. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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 255 students & their families with early literacy, numeracy and family engagement programming.

- 60% of students will meet their reading goals for the summer.
- 65% of students will exceed their reading goals for the summer.
- 75% of families will attend at least one family workshop.

[SRCS BOE Springboard Materials](#)

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: Springboard Collaborative

Street: 1500 John F. Kennedy Boulevard, Suite 1160

City/State/Zip: Philadelphia, PA, 19102

Phone: 973-380-4241

Email: a.mcfarlin@springboardcollaborative.orf

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: Dr. Shelly Shires

Interim Superintendent

Title: President

ysantanaperalta@srcs.k12.ca.us

Email: s.shires@springboardcollaborative.org

707-890-3800 x80201

Phone: 240.544.8353

SRCS Board Approved: _____



Board Target Date: March 25th, 2026

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Sonoma State University School of Extended Education

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 12-2600-0-1157-1000-5800/5100-118-ELOP

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

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

Contract is: New Renewal Addendum/Amendment Contract Amount: \$187,000*

School Site/Department: Educational Services Number of Individuals Served: 375 (3w x 125)*

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

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

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

Proposed Contract Start Date: 05/01/2026 Proposed Contract End Date: 08/30/28

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 Sonoma State University School of Extended Learning, hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district’s most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and 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 Summer, 2026 program together with SRCS only;
 - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
 - The CONTRACTOR will destroy and delete all shared applicant data at the end of summer programming (including hard and any electronic copies).
 - 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.
- Provide 1 SRCS on site staff for the 3-week program (6/15-6/26 (excluding 6/19) and 7/6-7/10 from 8:30-3:15). Additionally SRCS site representative will work to conduct site walk-through in the weeks leading up to launch of program.
- Provide meals (breakfast, snack, lunch) for students during the program.
- Provide transportation for students to and from university for each day of programming.

* Contract dollar amount, number of students and exact dates, etc, determined annually together between SRCS and SSU representatives, as described in attached Memorandum of Understanding (DRAFT) document.

(b) CONTRACTOR’s Responsibilities and Duties:

The CONTRACTOR will provide the following for the EXCEL for Youth (via the Sonoma State University of Office of the Dean of College of Science, Technology and Business), will provide and pay for the following:

- Provide organization and administration of a summer enrichment camp for 3 weeks of programming for a total of up to 375 students (3 weeks x 125 students per week = 375).
- Provide teachers and support staff for the program.
- Class materials and supplies.
- Provide policies and forms to SRCS District for registration and coordination purposes.
- As part of the process, will develop and share:
 - A daily roster of attendance for each day of the program’s operation (by individual student and showing any “no show” students); and

- Assign an attendance designee (for any attendance reconciliation issues before, during or after programming).

* Contract dollar amount, number of students and exact dates, etc, determined annually together between SRCS and SSU representatives, as described in attached Memorandum of Understanding (DRAFT) document.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 05/01/26, and will continue through 08/30/28, 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 One Hundred Eighty-Seven Thousand (\$187,000) dollars* 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]

- Serve 375 incoming grades 4-9 students & their families with summer enrichment programming for 3 weeks.

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 (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.
- (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. DISTRICT understands that CONTRACTOR is a California State University and is therefore subject to the California Public Records Act (CPRA). Upon receipt of CPRA request, CONTRACTOR must comply by law.

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: Sonoma State University

Street: 1801 E. Cotati Avenue

City/State/Zip: Rohnert Park, CA 94928

Phone: 707-664-3830

Email: Carolyn.faulconer@sonoma.edu

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: Carolyn

Faulconer

Interim Superintendent

Title: Lead Procurement Analyst

ysantanaperalta@srcs.k12.ca.us

Email: carolyn.faulconer@sonoma.edu

707-890-3800 x 80201

Phone: 707-664-3239

SRCS Board Approved: _____



Board Target Date: March 25th, 2026

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Department of Housing and Community Services – Recreation

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 12-2600-0-1157-100-5800/5100-118-ELOP

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

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

Contract is: New Renewal Addendum/Amendment Contract Amount: \$72,019

School Site/Department: Educational Services Number of Individuals Served: 400

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 3/9/20

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Michael J. Reimer - Ed. Services Phone #: 707-899-6112

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 05/01/2026 Proposed Contract End Date: 08/30/26

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 Department of Housing and Community Services – Recreation , hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

- Both organizations will work to promote summer 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.
- 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 Summer, 2026 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 sites for the summer 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 (for inclusion in broader summer 2026 application offerings for families). Both organizations will work to promote summer 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 summer enrichment camp for a total of 400 students.
- Programming will include enrichment activities from 12:00-5:30 pm at Piner HS from June 15-July 2 (excluding 6/19) for ~100 students, and offering 1 location (Piner HS) for the Recreation Sensation full day program (8:30-5:30) for ~300 students from June 15-July 23rd, 2026. (excluding 6/19 & 7/4). All programs run Monday through Friday for dates listed (except for noted holidays).
- Provide teachers and support staff for the program.
- As part of the process, will develop and share:
 - The student application database spreadsheet (to include SRCS ID# field for each student);
 - A daily roster of attendance for each day of the program’s operation (by individual student and showing any “no show” students); and
 - Assign an attendance designee (for any attendance reconciliation issues before, during or after programming).

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 05/01/26, and will continue through 08/30/26, 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 Seventy-two thousand nineteen (\$72,019) dollars. 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]

- Serve 400 K-8 students & their families with summer enrichment and sports programming, as detailed above.
- 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: Each party shall indemnify, defend, protect, hold harmless, and

release the other, its officers, agents, and employees, from and against any and all claims, loss, administrative proceedings, regulatory proceedings, damages, causes of action, liability, costs or expenses to the extent arising from or in connection with, or caused by any negligent act or omission of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts

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.

(a) 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.

(b) 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: Joanna Moore

Street: 415 Steele Lane

City/State/Zip: Santa Rosa California 95403

Phone: 707-543-4359

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: Megan Basinger

Interim Superintendent

Title: Director, Housing and Community Services

ysantanaperalta@srcs.k12.ca.us

Email: mbasinger@srcity.org

707-890-3800 x80201

Phone: 707-543-3303

APPROVED AS TO FORM _____

CAO

SRCS Board Approved: _____



Board Target Date: _____

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Via Actuarial Solutions

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 - 0000 - 0 - 0000 - 7200 - 5800 - 392 - 5192 % 100 vb
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

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

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

Contract is: New Contract Amount: 30,000.00

School Site/Department: Business/Fiscal Services Number of Individuals Served: DW

Approved at Site by*: _____ Date: _____

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

Departmental Approval**: Joel Dontos Date: 03/12/2026

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

Contract Created by: Yessica Santana Peralta Role: Department Secretary

Site/Dept: Business/Fiscal Services Phone #: 707-890-3800

Proposed Contract Start Date: 03/02/2026 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: _____

Attach Signed Vendor Contract: 1 Vendor Contract



February 18, 2026

Joel Dontos
Executive Director of Fiscal Services
Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401

Re: Engagement Letter for OPEB Actuarial Consulting Services – Santa Rosa City Schools

Dear Joel:

Thank you for this opportunity to provide GASB 75 Other Postemployment Benefit (OPEB) actuarial services to Santa Rosa City Schools (the District). This letter documents the services we will provide for the District's retiree health plan and our fees for those services. This letter and attachments (collectively, the "Agreement") document the Scope of Services ("Services") that Northern Consulting Actuaries, Inc. d/b/a VIA Actuarial Solutions (hereafter, "VIA" or "we" or "our") will provide to the Santa Rosa City Schools (hereafter "District" or "you" or "yours" or "Client") and the Santa Rosa City Schools retiree healthcare plan (hereafter "Plan"). It also describes our fees, expenses, and the Terms and Conditions for those services.

After reviewing the enclosed Scope of Services and Terms and Conditions, please sign and date the Acknowledgement and Consent form. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties, or we can provide an updated engagement letter if you prefer.

Please feel free to contact us if you have any questions about the proposed actuarial engagement. We will commence work under this engagement upon receipt of a signed copy of this Agreement.

Thank you again for choosing VIA Actuarial Solutions to be your trusted actuarial consultant.

Sincerely,

A handwritten signature in black ink that reads "Emily Erickson".

Emily A. Erickson, FSA, MAAA, FCA
Consulting Actuary

L/D/C/R: 3/sak/ee



Scope of Services

The GASB 75 accounting rules require a “full” actuarial valuation every two years, while a simplified roll-forward report is required in the “off years”. Our proposed scope and fees outlined below include both the “full” and roll-forward valuation reports. Also included are fees for an OPEB funding policy study.

The District is currently in the process of establishing an OPEB trust to pre-fund retiree medical obligations. To assist the District, we will prepare OPEB trust sufficiency projections under different funding strategies.

| Services Provided | Fixed Fee |
|--|-----------|
| FYE 2026 “full” GASB 75 actuarial valuation report | \$13,000 |
| FYE 2027 GASB 75 roll-forward valuation report | 2,500 |
| OPEB funding policy study, including the following: <ul style="list-style-type: none"> • Analysis of three contribution strategies • Sensitivity analysis on the assumed OPEB trust investment return • Virtual meeting to discuss results | 8,000 |
| Assist with drafting OPEB funding policy document (if needed) | 2,500 |
| Other consulting services, including additional meetings and analysis | TBD |

Out-of-scope projects will be billed separately based on the time and expense needed to complete these projects. For calendar year 2026, our hourly rates are \$165 to \$265 for actuarial analysts and managers and \$365 to \$425 for consulting actuaries. We are glad to estimate fees for additional projects as requested. Out-of-scope projects may include time spent on:

- meetings and preparation,
- significant changes in your plan, accounting, or funding arrangements,
- cleanup of inaccurate data or data not provided in the form requested, and
- accounting updates when the District’s financials differ from the figures in our previous reports.

The annual fees and hourly rates stated in this engagement letter are subject to annual inflationary updates beginning in 2028 and each year thereafter. VIA will propose inflationary adjustments to the District before beginning work after 2027. The hourly rate schedule is updated automatically each calendar year.

The proposed fees assume no substantial changes to the plan census, assumptions, plan provisions, or funding arrangement. If any of these factors change significantly then we will provide a separate proposed fee.

Bills are sent as often as monthly, and your payment is due within 30 days of the invoice date. Interest will accrue on the unpaid balance at the rate of ½% per month. If we receive your payment within 30 days, the interest will be waived. We accept payment by check, ACH, or credit card. Payments made by credit card will include a servicing fee of at least 3% of the invoiced amount, which is intended to offset third-party card processing charges.

Terms and Conditions

COOPERATION AND WARRANTY REGARDING DOCUMENTS AND INFORMATION.

You understand that in order for us to provide the Services to you we will require your assistance and cooperation. You agree to provide us with all documents and information reasonably requested by us in order for us to perform the Services and you warrant that such documents and information are true and accurate to the best of your knowledge after due inquiry. We will not be liable for any inaccurate results of our Services due to our reliance upon incorrect or incomplete documents or information.

CONFIDENTIALITY. All data, records, and information concerning the Plan and the participants of the Plan provided by you or on your behalf to VIA in connection with this Agreement, other than information that is either in the public domain, obtained from third parties, or which is otherwise developed by VIA shall be considered "Confidential Client Information." VIA agrees to use reasonable efforts to protect all Confidential Client Information and has reasonable safeguards to protect against the disclosure or misuse of Confidential Client Information that is in VIA's care or custody. VIA will protect the Confidential Client Information with the same degree of care that it uses to protect and safeguard VIA's own like information, but not less than the degree of care that would be exercised by a prudent person given the sensitivity of the Confidential Client Information. In preserving the confidentiality of Client communications and information, it is important that we have your agreement on the methods we will use in communicating with you. Unless you tell us otherwise, you agree that it is appropriate to use mail and emails in the course of our providing the Services to you without encryption or other special measures. The exception is transmission of participant census data which must be transmitted using our secure data transfer site or similar method. Please let us know if you have special requests or requirements for the methods of communication or persons to be included in such communications.

RETENTION OF RECORDS. We will retain final copies of actuarial work products for seven years after completion of each project. Although we keep copies of the work we perform for you for seven years, these copies are solely for our files. The plan sponsor is responsible for keeping copies of all documents needed for the Plan's permanent records, including copies of the work we perform for you and the information we send to you.

INDEMNIFICATION. You agree as part of this engagement to indemnify and hold harmless VIA from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) arising from or in connection with the operation of the Plan or the rendering of plan-related services by the Client, the Plan Administrator, or any third party. This indemnification does not include claims, losses, damages, liabilities, costs, and expenses attributable solely to any gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

We agree as part of this Agreement to indemnify and hold harmless the Client and the Plan from and against any and all claims, losses, damages, liabilities, costs, and other expenses of any kind whatsoever (including, without limitation, all reasonable attorneys' fees and collection or court costs) (collectively "Claims") arising from or in connection with the operation of the Plan or the rendering of plan-related services by VIA, to the extent that such Claims are attributable solely to gross negligence or willful misconduct by VIA in the performance of our responsibilities under this engagement.

Terms and Conditions *(continued)*

REPRESENTATIONS AND WARRANTIES. We represent and warranty that we (a) have the right, power and authority to enter into this Agreement and to fully perform all of our obligations hereunder; and (b) will use commercially reasonable efforts to provide all services required of us under the Agreement in accordance with prevailing industry standards. You represent and warranty that you have the right, power, and authority to enter into this Agreement and to fully perform all of your obligations hereunder.

NO ASSIGNMENT OR DELEGATION. Neither VIA nor you may assign this Agreement in whole or in part, nor delegate any part or all of its duties, without the other's prior written consent.

SEVERABILITY. If any provision of this Agreement is held to be or is invalid or unenforceable, the validity and/or enforceability of the remaining portions shall not be impaired or affected in any way. A waiver of any provision of this Agreement does not likewise waive any other provision of this Agreement.

MODIFYING THIS ENGAGEMENT. The terms of this engagement between you and us represented by this Agreement shall not be subject to modification (except with regard to fees, as outlined above), except as agreed upon in writing by both you and us.

TERM AND TERMINATION. This engagement letter is effective beginning February 1, 2026 and shall automatically renew on an annual basis unless terminated earlier by either party as described below. Future actuarial services will be provided under this same engagement letter for a fee agreed to by both parties and described in a new Scope of Services, or we can provide an updated engagement letter if you prefer.

You have the right to terminate our services with 60 days prior written notice. Termination of our services will not relieve you of the obligation to pay for all accrued charges and expenses for work through the end of our engagement. We will have the same right of termination, subject to our obligation to give you 60 days prior written notice. If our billing statements are not timely paid, however, we will have the right to terminate our Services upon 5 days prior written notice following a default in the payment of our fees and expenses, upon the expiration of which notice period we will have the right to not provide any Services or advance any expenses until all amounts due are paid in full. Furthermore, if we are required to take action to collect our fees and expenses, you agree to pay all professional fees (including reasonable attorneys' fees) and expenses incurred by us in such collection action.

ENTIRE AGREEMENT. Our performance of the Services is subject to the terms of this letter, including our Terms and Conditions ("Terms and Conditions"). This letter, together with the Scope of Services and these Terms and Conditions, constitute the entire Agreement between VIA Actuarial Solutions and you and supersede all previous agreements between us whether written or oral. Should the scope of our Services change, you agree that we will either amend the Scope of Services or we will execute a new engagement letter incorporating such changes. We will not be required to provide Services not included in the Scope of Services agreed to in this letter.

Acknowledgement and Consent

The undersigned authorized representative of Santa Rosa City Schools (the District) has read this letter from VIA Actuarial Solutions, understands its contents, and agrees on behalf of the District to the Scope of Services; fees and expenses; and Terms and Conditions set forth in the Agreement.

Date: _____, 2026

By _____

[Printed Name]

Title _____



Board Target Date: _____

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Mosyle Corporation

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 - 0000 - 0 - 0000 - 7510 - 5817 - 387 - 5189 % 100

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

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

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

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

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

Contract is: Renewal Contract Amount: \$21,492.50

School Site/Department: MIST/IT Number of Individuals Served: 3575

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

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

Contract Created by: Beatrice Gonzales Role: Site Secretary
 Site/Dept: MIST/IT Phone #: 707-890-3800

Proposed Contract Start Date: 03/01/2026 Proposed Contract End Date: 02/28/2027

Requisition #: R26-00023

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____

Attach Signed Vendor Contract: 1 Vendor Contract

Mosyle Corporation
PO Box 2317
Winter Park FL 32790



Invoice

BILL TO
Adrian Bica
Santa Rosa City Schools
211 Ridgway Avenue,

INVOICE #26113850
DATE 02/24/2026
DUE DATE 03/11/2026
TERMS Net 15

| ACTIVITY | QTY. | RATE | AMOUNT |
|--|-------|--------------------|-----------------------|
| Mosyle Manager PREMIUM License Fee Subscription duration: 03/01/2026 through 02/28/2027 | 3,575 | US\$ 5.50 | US\$ 19,662.50 |
| Mosyle Auth add-on Subscription duration: 03/01/2026 through 02/28/2027 | 915 | US\$ 2.00 | US\$ 1,830.00 |
| | | Balance Due | US\$ 21,492.50 |

Customer's account: Santa Rosa City Schools
Situation: Pending payment

Invoice for PO#R26-00023

MAKE ALL CHECKS PAYABLE TO:
Mosyle Corporation
PO Box 2317 Winter Park FL 32790

Invoice processed on Feb 24, 2026 4:59PM EST.



Board Target Date: _____

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Chavan and Associates

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 - 0000 - 0 - 0000 - 7190 - 5840 - 399 - 5192 % 100 vb
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

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

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

Contract is: Renewal Contract Amount: 85,000.00

School Site/Department: Business/Fiscal Services Number of Individuals Served: DW

Approved at Site by*: _____ Date: _____

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

Departmental Approval**: Joel Dontos Date: 03/12/2026

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

Contract Created by: Yessica Santana Peralta Role: Department Secretary

Site/Dept: Business/Fiscal Services Phone #: 707-890-3800

Proposed Contract Start Date: 07/01/2026 Proposed Contract End Date: 06/30/2027

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____

Attach Signed Vendor Contract: 3 Vendor Contract



Chavan and Associates, LLP

Certified Public Accountants

February 25, 2026

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

We are pleased to confirm our understanding of the services we are to provide for the Santa Rosa City Schools (the “District”) for the fiscal year ending June 30, 2026, with two option years. We will audit the financial statements of the District’s Measure C and G Bonds (the “Bond Program”) and the related notes to the financial statements, which collectively comprise the District’s basic financial statements. In addition, we will complete a performance audit the Bond Program’s compliance with Proposition 39, Article XIII A, Section 1(b)(3)(C) of the California Constitution and the local bond measure. We are pleased to confirm our acceptance of this audit engagement by means of this letter. Our audits will be conducted with the objectives of expressing an opinion the Bond Program’s fund financial statements, which are funds of the District, and an opinion on compliance of the Bond Program.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards*, and the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* (State Audit Guide) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards , if any, and perform procedures to address those requirements.

Supplementary Information Other than RSI

Supplementary information other than RSI will accompany the District’s Bond Program basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS.



We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Bond program schedules and supporting notes.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America (GAGAS), and *the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. As part of an audit of financial statements in accordance with these standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also complete the following:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, and the State Audit Guide. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.



Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's Bond Program basic financial statements. Our report will be addressed to the governing body of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will perform tests and procedures required by the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. This guide requires that we plan the audit to obtain a reasonable assurance about whether the auditee has complied with applicable provisions within the guide. The purpose of these procedures is to express an opinion on the District's compliance with applicable provisions within the guide in our report on compliance. We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's compliance with the requirements of each applicable state program. We will also identify the scope, methodology and results of the performance audit and conclude on the Bond Programs overall performance specific to the scope and methodology identified below.

Bond Performance Audit

We will conduct a performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. The objectives of our performance audit are to determine with reasonable assurance that:

1. Expenditures charged to the Bond Program have been made in accordance with the bond project list approved by the voters through the approval of the bond Measure, and verify that the funds were generally expended for the construction, renovation, furnishing, and equipping of school facilities constituting authorized bond projects.



2. Determine whether salary transactions charged to the Bond Program were in support of the bond Measure and not for District general administration or operations, and verify that the funds used to pay the salaries of district employees were allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

The scope of our performance audit covers the period(s) identified above. The population of expenditures tested will include all object and project codes associated with the Bond Program. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, will not be included within the scope of the audit. Expenditures incurred subsequent to each audit period will not be reviewed or included within the scope of our audit or in this report.

To meet the objectives of our performance audit, procedures we perform will include the following methodology:

1. We will identify expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing(s).
2. We will select a sample of expenditures using the following criteria:
 - a. We will consider all expenditures recorded in all object codes, including transfers out.
 - b. We will consider all expenditures recorded in all projects that were funded during the audit period from the bond proceeds.
 - c. We will select all expenditures that are individually significant expenditures. Individually significant expenditures are identified as individual transactions (expenditures) that exceeded approximately 5% of the total expenditures incurred.
 - d. For all items below the individually significant threshold identified in item 2c, we will judgmentally or randomly select expenditures based on risk assessment and consideration of coverage of all object codes, including transfers out, and projects for the audit period.
3. We will examine expenditures within the Bond Program to ensure they were valid, allowable, accurate, charged to the facilities projects, and expended on specific projects listed in the text of the applicable ballot measure. by vouching the actual invoices and other supporting documentation to determine that:
 - a. Expenditures were supported by invoices with evidence of proper approval and documentation of receipting goods or services.
 - b. Expenditures were supported by proper bid documentation, as applicable.
 - c. Expenditures were expended in accordance with voter-approved bond project list.
 - d. Bond proceeds were not used for salaries of school administrators or other operating expenses of the District
4. We will verify that salary transactions charged to the Bond Program were in support of the bond measure and not for District general administration or operations, and verify that the funds used to pay the salaries of district employees were allowable per Opinion 04-110



issued on November 9, 2004 by the State of California Attorney General by vouching to supporting records such as offer letter, position control reports, timecards and payroll reports.

5. We will verify that the District was in compliance with Assembly Bill 1908 and Ed Code Section 15278, where the District is required to establish a bond oversight committee for Proposition 39 bonds that includes one active member from each of the following sectors: a business organization, senior citizens' organization, bona fide taxpayer's association, and one parent/guardian of a child enrolled in the District and one parent/guardian of a child enrolled in the District who is also a member of a parent teacher association.
6. We will verify the Citizens' Oversight Committee met pursuant to Education Code Section 15280.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;



6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist District management in performing its responsibilities. At the end of the year, we agree to perform the following:

- Prepare of the audited financial statements, related note disclosures, and supplementary information (as noted above). These items will be prepared from information prepared and provided by the District during our audit, such as the District's trial balance and SACS files.
- Propose adjusting or correcting journal entries to be reviewed and approved by the District's management.

District management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.



Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including GAAS, GAGAS, GASB and U.S. GAAP.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the District with regard to certain positions taken in the preparation of the audited financial statements, but District must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonattest service.

Audit Administration and Fees

Our all-inclusive maximum fee for these services will be as follows:

| | | Measure C | Measure G |
|----------------------------------|------------|-----------|-----------|
| Fiscal year ending June 30, 2026 | | \$ 9,000 | \$ 7,500 |
| Fiscal year ending June 30, 2027 | (Optional) | \$ 9,500 | \$ 8,000 |
| Fiscal year ending June 30, 2028 | (Optional) | \$ 1,000 | \$ 8,500 |

Our fees include out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.).

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit as follows:

| | |
|--------------------|----------------|
| Engagement Partner | \$400 per hour |
| Associate Partner | \$300 per hour |
| Audit Manager | \$225 per hour |
| Audit Supervisor | \$200 per hour |
| Senior Auditor | \$150 per hour |
| Staff Auditor | \$125 per hour |
| Administrative | \$100 per hour |

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If



we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report.

You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If cooperation is not provided as anticipated and at a level that hinders the progress of the services to be provided, we retain the right to terminate the contract for cause with thirty (30) days' notice. During that time, the District will have the opportunity to provide the cooperation required to complete the audit and C&A may rescind the cancellation.

If the services to be performed by C&A are not performed in an acceptable manner to the District, the District may cancel this contract for cause by providing notice to C&A, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, C&A may seek to bring the performance of services to a level that is acceptable to the District, and the District may rescind the cancellation if such action is in District's best interest. Notwithstanding the above provisions, the District may, upon the expiration of thirty (30) days written notice to C&A, terminate the agreement at will. Payment for services or goods received prior to termination shall be made by the District provided those goods or services were provided in a manner acceptable to the District. Payment for those goods and services shall not be unreasonably withheld.

Sheldon Chavan, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Chavan & Associates LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.



The audit documentation for this engagement is the property of Chavan & Associates LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report is available on our website. If requested, access to such audit documentation will be provided under the supervision of Chavan & Associates LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

We will be available during the year to consult with you on financial management and accounting matters of a routine nature. During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and the Board the following significant items from the audit:

- Our view about the qualitative aspects of the District's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing this letter and emailing it to us at info@cnallp.com or following the DocuSign link. If you have any questions, please let us know.



Chavan and Associates, LLP
Certified Public Accountants

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Chavan & Associates, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Santa Rosa City Schools.

Signature:

Title:

Date:



Chavan and Associates, LLP

Certified Public Accountants

February 25, 2026

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

We are pleased to confirm our understanding of the services we are to provide for the Santa Rosa City Schools (the “District”) for the fiscal year ending June 30, 2026. We will audit the financial statements of the District’s Measure I and L Bonds (the “Bond Program”) and the related notes to the financial statements, which collectively comprise the District’s basic financial statements. In addition, we will complete a performance audit the Bond Program’s compliance with Proposition 39, Article XIII A, Section 1(b)(3)(C) of the California Constitution and the local bond measure. We are pleased to confirm our acceptance of this audit engagement by means of this letter. Our audits will be conducted with the objectives of expressing an opinion the Bond Program’s fund financial statements, which are funds of the District, and an opinion on compliance of the Bond Program.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), *Government Auditing Standards*, and the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting* (State Audit Guide) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and Government Auditing Standards , if any, and perform procedures to address those requirements.

Supplementary Information Other than RSI

Supplementary information other than RSI will accompany the District’s Bond Program basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS.



We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Bond program schedules and supporting notes.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America (GAGAS), and *the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. As part of an audit of financial statements in accordance with these standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also complete the following:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards* of the Comptroller General of the United States of America, and the State Audit Guide. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.



Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's Bond Program basic financial statements. Our report will be addressed to the governing body of the District. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We also will perform tests and procedures required by the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. This guide requires that we plan the audit to obtain a reasonable assurance about whether the auditee has complied with applicable provisions within the guide. The purpose of these procedures is to express an opinion on the District's compliance with applicable provisions within the guide in our report on compliance. We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's compliance with the requirements of each applicable state program. We will also identify the scope, methodology and results of the performance audit and conclude on the Bond Programs overall performance specific to the scope and methodology identified below.

Bond Performance Audit

We will conduct a performance audit in accordance with generally accepted government auditing standards. Those standards require that we plan and perform the audit to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on our audit objectives. The objectives of our performance audit are to determine with reasonable assurance that:

1. Expenditures charged to the Bond Program have been made in accordance with the bond project list approved by the voters through the approval of the bond Measure, and verify that the funds were generally expended for the construction, renovation, furnishing, and equipping of school facilities constituting authorized bond projects.



2. Determine whether salary transactions charged to the Bond Program were in support of the bond Measure and not for District general administration or operations, and verify that the funds used to pay the salaries of district employees were allowable per Opinion 04-110 issued on November 9, 2004 by the State of California Attorney General.

The scope of our performance audit covers the period(s) identified above. The population of expenditures tested will include all object and project codes associated with the Bond Program. The propriety of expenditures for capital projects and maintenance projects funded through other State or local funding sources, other than proceeds of the bonds, will not be included within the scope of the audit. Expenditures incurred subsequent to each audit period will not be reviewed or included within the scope of our audit or in this report.

To meet the objectives of our performance audit, procedures we perform will include the following methodology:

1. We will identify expenditures and projects charged to the general obligation bond proceeds by obtaining the general ledger and project listing(s).
2. We will select a sample of expenditures using the following criteria:
 - a. We will consider all expenditures recorded in all object codes, including transfers out.
 - b. We will consider all expenditures recorded in all projects that were funded during the audit period from the bond proceeds.
 - c. We will select all expenditures that are individually significant expenditures. Individually significant expenditures are identified as individual transactions (expenditures) that exceeded approximately 5% of the total expenditures incurred.
 - d. For all items below the individually significant threshold identified in item 2c, we will judgmentally or randomly select expenditures based on risk assessment and consideration of coverage of all object codes, including transfers out, and projects for the audit period.
3. We will examine expenditures within the Bond Program to ensure they were valid, allowable, accurate, charged to the facilities projects, and expended on specific projects listed in the text of the applicable ballot measure. by vouching the actual invoices and other supporting documentation to determine that:
 - a. Expenditures were supported by invoices with evidence of proper approval and documentation of receipting goods or services.
 - b. Expenditures were supported by proper bid documentation, as applicable.
 - c. Expenditures were expended in accordance with voter-approved bond project list.
 - d. Bond proceeds were not used for salaries of school administrators or other operating expenses of the District
4. We will verify that salary transactions charged to the Bond Program were in support of the bond measure and not for District general administration or operations, and verify that the funds used to pay the salaries of district employees were allowable per Opinion 04-110



issued on November 9, 2004 by the State of California Attorney General by vouching to supporting records such as offer letter, position control reports, timecards and payroll reports.

5. We will verify that the District was in compliance with Assembly Bill 1908 and Ed Code Section 15278, where the District is required to establish a bond oversight committee for Proposition 39 bonds that includes one active member from each of the following sectors: a business organization, senior citizens' organization, bona fide taxpayer's association, and one parent/guardian of a child enrolled in the District and one parent/guardian of a child enrolled in the District who is also a member of a parent teacher association.
6. We will verify the Citizens' Oversight Committee met pursuant to Education Code Section 15280.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
3. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
4. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
5. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;



6. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
7. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
8. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
9. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on the financials; and
10. For the accuracy and completeness of all information provided.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist District management in performing its responsibilities. At the end of the year, we agree to perform the following:

- Prepare of the audited financial statements, related note disclosures, and supplementary information (as noted above). These items will be prepared from information prepared and provided by the District during our audit, such as the District's trial balance and SACS files.
- Propose adjusting or correcting journal entries to be reviewed and approved by the District's management.

District management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.



Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including GAAS, GAGAS, GASB and U.S. GAAP.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the District with regard to certain positions taken in the preparation of the audited financial statements, but District must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a nonattest service.

Audit Administration and Fees

Our all-inclusive maximum fee for these services will be as follows:

| | <u>Measure I</u> | <u>Measure L</u> |
|----------------------------------|------------------|------------------|
| Fiscal year ending June 30, 2026 | \$ 5,000 | \$ 5,000 |

Our fees include out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.).

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit as follows:

| | |
|--------------------|----------------|
| Engagement Partner | \$400 per hour |
| Associate Partner | \$300 per hour |
| Audit Manager | \$225 per hour |
| Audit Supervisor | \$200 per hour |
| Senior Auditor | \$150 per hour |
| Staff Auditor | \$125 per hour |
| Administrative | \$100 per hour |

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report.



You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If cooperation is not provided as anticipated and at a level that hinders the progress of the services to be provided, we retain the right to terminate the contract for cause with thirty (30) days' notice. During that time, the District will have the opportunity to provide the cooperation required to complete the audit and C&A may rescind the cancellation.

If the services to be performed by C&A are not performed in an acceptable manner to the District, the District may cancel this contract for cause by providing notice to C&A, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, C&A may seek to bring the performance of services to a level that is acceptable to the District, and the District may rescind the cancellation if such action is in District's best interest. Notwithstanding the above provisions, the District may, upon the expiration of thirty (30) days written notice to C&A, terminate the agreement at will. Payment for services or goods received prior to termination shall be made by the District provided those goods or services were provided in a manner acceptable to the District. Payment for those goods and services shall not be unreasonably withheld.

Sheldon Chavan, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Chavan & Associates LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Chavan & Associates LLP and constitutes confidential information. However, we may be requested to make certain audit



documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report is available on our website. If requested, access to such audit documentation will be provided under the supervision of Chavan & Associates LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

We will be available during the year to consult with you on financial management and accounting matters of a routine nature. During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report. You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and the Board the following significant items from the audit:

- Our view about the qualitative aspects of the District's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing this letter and emailing it to us at info@cnallp.com or following the DocuSign link. If you have any questions, please let us know.



Chavan and Associates, llp
Certified Public Accountants

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

C & A LLP

Chavan & Associates, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Santa Rosa City Schools.

Signature:

Title:

Date:



February 25, 2026

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

We are pleased to confirm our understanding of the services we are to provide for the Santa Rosa City Schools (the “District”) for the fiscal year ending June 30, 2026, with two option years. We will audit the financial statements of the governmental activities, each major fund, and the aggregate remaining fund information of the District and the related notes to the financial statements, which collectively comprise the District’s basic financial statements as listed in the table of contents.

In addition, we will audit the District’s compliance over major federal award programs each fiscal year. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the District’s major federal award programs.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor’s report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America (GAGAS), will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the District complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America, (U.S. GAAP), as promulgated by the Governmental Accounting Standards Board (GASB), require that the items noted below be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will



apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America, (U.S. GAAS). These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by U.S. GAAP and will be subjected to certain limited procedures but will not be audited:

1. Management's discussion and analysis.
2. Major fund budget to actual schedules.
3. Pension schedules.
4. Other postemployment benefit schedules.

Supplementary Information Other than RSI

Supplementary information other than RSI will accompany the District's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and perform certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with U.S. GAAS.

We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Nonmajor governmental fund combining balance sheets and schedules of revenues, expenditures and changes in fund balances.
2. Fiduciary fund statements.
3. The schedule of expenditures of federal awards.
4. The schedule of average daily attendance.
5. The schedule of instructional time.
6. Other supplementary schedules required by the State and subjected to the auditing standards identified in this letter, unless such schedules are specifically listed as unaudited.

Also, the document we submit to you will include the following other additional information that will not be subjected to the auditing procedures applied in our audit of the basic financial statements:

1. The organization schedule.
2. The schedule of charter schools.
3. The schedule of financial trends and analysis.



Schedule of Expenditures of Federal Awards

We will subject the schedule of expenditures of federal awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the schedule of expenditures of federal awards is presented fairly in all material respects in relation to the financial statements as a whole.

Data Collection Form

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, schedule of expenditure of federal awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the federal audit clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the federal audit clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with U.S. GAAS, the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America, and the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). As part of an audit of financial statements in accordance with GAAS, and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also complete the following:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.



Chavan and Associates, LLP

Certified Public Accountants

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance (whether caused by errors, fraudulent financial reporting, misappropriation of assets, detected abuse, or violations of laws or governmental regulations) may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period(s) covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the District's basic financial statements. Our report will be addressed to governing body of the District. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.



We also will perform tests and procedures required by the *Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*. This guide requires that we plan the audit to obtain a reasonable assurance about whether the auditee has complied with applicable provisions within the guide. The purpose of these procedures is to express an opinion on the District's compliance with applicable provisions within the guide in our report on compliance. We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's compliance with the requirements of each applicable state program.

Audit of Major Program Compliance

Our audit of the District's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of U.S. Office of Management and Budget's (OMB) Uniform Guidance; and will include tests of accounting records, a determination of major programs in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the District's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the District's compliance with the requirements of the federal programs as a whole.

As part of a compliance audit in accordance with GAAS, and in accordance with Government Auditing Standards, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on



the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Also, as required by the Uniform Guidance, we will obtain an understanding of the District's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the District's major federal award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the District's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal awards received and expended during the period and the federal programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federally funded activities;
5. For preparing the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the Uniform Guidance;
6. For designing, implementing, and maintaining effective internal control over federal awards that provides reasonable assurance that the entity is managing federal awards in compliance with federal statutes, regulations, and the terms and conditions of the federal awards;
7. For identifying and ensuring that the entity complies with federal laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal award programs, and implementing systems designed to achieve compliance with applicable federal statutes, regulations, and the terms and conditions of federal award programs;
8. For disclosing accurately, currently, and completely the financial results of each federal award in accordance with the requirements of the award;



9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
15. To provide us with:
 - a. Access to all information of which *management* is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from *management* for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence;
 - d. A written acknowledgement of all the documents that *management* expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report; and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report.
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.



With regard to the supplementary information and schedule of expenditures of federal awards (SEFA) referred to above, you acknowledge and understand your responsibility (a) for the preparation of the supplementary information and SEFA in accordance with the applicable criteria, (b) to provide us with the appropriate written representations regarding the supplementary information and SEFA, (c) to include our report on the supplementary information and the SEFA in any document that contains the supplementary information and that indicates that we have reported on such supplementary information and the SEFA, and (d) to present the supplementary information and the SEFA with the audited financial statements, or if the supplementary information and the SEFA will not be presented with the audited financial statements, to make the audited financial statements readily available to the intended users of the supplementary information and the SEFA no later than the date of issuance by you of the supplementary information and the SEFA and our reports thereon.

As part of our audit process, we will request from management, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

With respect to any nonattest services we perform, we will not assume management responsibilities on behalf of the District. However, we will provide advice and recommendations to assist District management in performing its responsibilities. At the end of the year, we agree to perform the following:

- Prepare of the audited financial statements, related note disclosures, required supplementary information, supplementary information (as noted above), the schedule of expenditures of federal awards, and the data collection form. These items will be prepared from information prepared and provided by the District during our audit, such as the District's trial balance and SACS files.
- Propose adjusting or correcting journal entries to be reviewed and approved by the District's management.

District management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.



Chavan and Associates, LLP

Certified Public Accountants

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards, including GAAS, GAGAS, GASB and U.S. GAAP.
- The nonattest services are limited to the services previously outlined above. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries. Our firm will advise the District with regard to certain positions taken in the preparation of the audited financial statements, but District must make all decisions with regard to those matters.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

Audit Administration and Fees

Our all-inclusive maximum fee for these services will be as follows:

| | |
|---|----------|
| Fiscal year ending June 30, 2026 | \$58,000 |
| Fiscal year ending June 30, 2027 (optional) | \$60,500 |
| Fiscal year ending June 30, 2028 (optional) | \$63,500 |

Our fees include out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.).

Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit as follows:

| | |
|--------------------|----------------|
| Engagement Partner | \$400 per hour |
| Associate Partner | \$300 per hour |
| Audit Manager | \$225 per hour |
| Audit Supervisor | \$200 per hour |
| Senior Auditor | \$150 per hour |
| Staff Auditor | \$125 per hour |
| Administrative | \$100 per hour |

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes thirty days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report.



You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If cooperation is not provided as anticipated and at a level that hinders the progress of the services to be provided, we retain the right to terminate the contract for cause with thirty (30) days' notice. During that time, the District will have the opportunity to provide the cooperation required to complete the audit and C&A may rescind the cancellation.

If the services to be performed by C&A are not performed in an acceptable manner to the District, the District may cancel this contract for cause by providing notice to C&A, giving at least thirty (30) days' notice of the proposed cancellation and the reasons for same. During that time period, C&A may seek to bring the performance of services to a level that is acceptable to the District, and the District may rescind the cancellation if such action is in District's best interest. Notwithstanding the above provisions, the District may, upon the expiration of thirty (30) days written notice to C&A, terminate the agreement at will. Payment for services or goods received prior to termination shall be made by the District provided those goods or services were provided in a manner acceptable to the District. Payment for those goods and services shall not be unreasonably withheld.

We understand and agree to the provisions of Education Code 14505, whereas: a) 10 percent of the audit fee will be withheld until the Controller certifies that the audit report conforms to the reporting provisions of subdivision (a) of Section 14503; b) 50 percent of the audit fee will be withheld for any subsequent year of a multiyear contract if the prior year's audit report was not certified as confirming to reporting provisions of subdivision (a) of Section 1450 and the contract will be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5 at which point the amount withheld is not payable unless payment is ordered by the California Board of Accountancy (CBA) or the audit report for that subsequent year is certified by the Controller as conforming; c) within 30 days from the date of receipt of written notification that the Controller refuses to certify an audit report as conforming, the audit firm may file an appeal in writing with the CBA and the CBA will complete an investigation within 90 days of the filing date, which could result in the CBA ordering the Controller to provide notification of a conforming report, schedule the appeal for a hearing with final action to be completed within a year; d) if the CBA orders the Controller send notification that the audit report conforms, the Controller shall notify the contracting school district which shall then release the audit fees withheld in accordance with subdivision (a) of Section 14503.

Sheldon Chavan, CPA, is the engagement partner for the audit services specified in this letter. His responsibilities include supervising Chavan & Associates LLP's services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.



Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

The audit documentation for this engagement is the property of Chavan & Associates LLP and constitutes confidential information. However, we may be requested to make certain audit documentation available to state and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. In accordance with the requirements of *Government Auditing Standards*, a copy of our latest external peer review report is available on our website. If requested, access to such audit documentation will be provided under the supervision of Chavan & Associates LLP's personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

We will be available during the year to consult with you on financial management and accounting matters of a routine nature. You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

At the conclusion of our audit engagement, we will communicate to management and the Board the following significant items from the audit:

- Our view about the qualitative aspects of the District's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;



Chavan and Associates, LLP

Certified Public Accountants

- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

If the foregoing is in accordance with your understanding, please indicate your agreement by signing this letter and emailing it to us at info@cnallp.com or following the DocuSign link. If you have any questions, please let us know.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Very truly yours,

Chavan & Associates, LLP

RESPONSE:

This letter correctly sets forth the understanding of the Santa Rosa City Schools.

Signature:

Title:

Date: