





# Walker Creek Ranch

1700 Marshall-Petaluma Rd., Petaluma, CA 94952

Phone(s): 415-491-6602 \* 415-491-6603 \* 415-491-6603

Email: OE: janderson@marinschools.org \* Conference: Jparker@marinschools.org

## MARIN COUNTY OFFICE OF EDUCATION

### Hidden Valley Elementary -Santa Rosa: Hidden Valley Elementary School Santa Rosa

November 17-20, 2026

<b>Organization:</b>	Hidden Valley Elementary -Santa Rosa 3435 Bonita Vista Drive Santa Rosa, CA 95404	<b>Phone:</b>	707-331-0687
		<b>E-mail:</b>	kwood@srcs.k12.ca.us
<b>Primary Contact:</b>	Kelly Wood 3435 Bonita Vista Drive Santa Rosa, CA 95404	<b>Phone(s):</b>	(P/W): 707-331-0687
		<b>E-mail:</b>	kwood@srcs.k12.ca.us
<b>Billing Contact:</b>	Michael Jablonski 3435 Bonita Vista Drive Santa Rosa, CA 95404	<b>Phone(s):</b>	(P/W): 707-331-0687
		<b>E-mail:</b>	mjablonski@srcs.k12.ca.us

**Arrival Date and Time:** Tuesday, November 17, 2026

**Departure Date and Time:** Friday, November 20, 2026

**Expected # of Participants:** 68

**# of Nights:** 3

**Type:** OE Program

Charges/Discounts	Duration	Count	Unit Cost	Total
<b>Facilities</b>				
11/17/26 10:30 am 11/20/26 12:00 pm OE Regular Rates (Student- 4 Day )		68	\$425.00	\$28,900.00
11/17/26 10:30 am 11/20/26 12:00 pm OE Regular Rates (Teacher- 4 Day )		3	\$295.00	\$885.00
		<b>Subtotal for Facilities</b>		<b>\$29,785.00</b>
		<b>Total Charges</b>		<b>\$29,785.00</b>
		<b>Estimated Balance Due</b>		<b>\$29,785.00</b>

**\*\* COST ABOVE IS ESTIMATE ONLY. Please do not pay until the conclusion of outdoor education program and the final invoice is received from the Marin County Office of Education.**

**WHEREAS**, the County Superintendent, pursuant to Education Code Sections 8760-8773, maintains an outdoor science education and conservation education program at the Marin County Outdoor School at Walker Creek Ranch in Petaluma, California; and

**WHEREAS**, the District is desirous of participating in said program;

**NOW, THEREFORE, BE IT HEREBY AGREED AS FOLLOWS:**

1. The District is responsible for the Average Daily Attendance for students participating in the program .
2. The District is responsible for the supervision of its students.
3. The District shall pay all salaries of personnel who are regularly employed by the District and assigned to duties in connection with this program.
4. The District shall pay the costs of transportation for its students and employees in connection with this program .
5. **The District shall pay the amounts to the County Superintendent as stated on the attached Marin County Outdoor School Fee Schedule, for the dates of District attendance as noted.**
6. The cost of the selected program(s) is as outlined in the Charges/Discounts section.
7. No refunds will be given after a student's arrival in cases of homesickness, dismissal for discipline, or voluntary withdrawal. Students who leave for medical reasons for two (2) days or more will receive a prorated refund.
8. The district shall participate in said program for the **2026-2027** school year by sending the number of students specified in the Charges/Discounts section to the program and shall comply with the regulations of the County Superintendent established for the maintenance of this program.
9. District agrees to pay the fee for the actual number of students in attendance or for 90% of the number of students set forth above, whichever is greater, whether or not the pupils actually attend the Marin County Outdoor School unless notice of change has been given in writing 30 days prior to the week of attendance.

10. The County Superintendent shall pay all costs of maintaining and managing the program , including salaries of personnel, food, lodging, etc., except as herein stated. The program shall be under the direction of the County Superintendent and the final decision on its operation shall rest with the County Superintendent; however, the County Superintendent shall consult with the District and, if possible adjust the program to fit the particular requirements of the District.
11. The County Superintendent shall maintain adequate liability insurance to cover its operations under this program ; however, it shall also be the responsibility of the District to maintain insurance coverage in the minimum amounts required by law and shall provide **proof of coverage**. Insurance with minimum limits equal to the amounts indicated below . The insurance coverages and limits of liability shown are the minimum insurance requirements in this Agreement. Should the District maintain insurance policies with broader coverage and limits of liability that exceed these minimum coverage and limit requirements those broader coverages and higher limits shall be deemed to apply for the benefit of the County Superintendent and those coverages and limits shall become the required minimum limits of insurance and coverage in all sections of this Agreement.

**TYPE OF COVERAGE / MINIMUM REQUIREMENT INDIVIDUAL SETTING**

- a. **Commercial General Liability Insurance** Including Bodily Injury, Personal Injury, Property Damage, Advertising Injury
    - Each Occurance: \$1,000,000
    - General Aggregate: \$2,000,000
  - b. **Automobile Liability Insurance** - Any Auto Each Occurance - Combined Single Limit (CSL)
    - \$1,000,000
  - c. **Professional Liability**
    - 1,000,000
  - d. **Workers Compensation**
    - Statutory Limits
  - e. **Employer's Liability**
    - \$1,000,000
  - f. **Sexual Abuse/Molestation (SAM)** (may be included in GL Coverage):
    - \$1,000,000 per Occurrence
12. In addition to the charges outlined Charges/Discount Section, the District shall be responsible for any additional costs occasioned by its use of the facilities, such as, but not limited to, damage to the grounds, equipment, or buildings.
  13. District shall defend, hold harmless, and indemnify MCOE/WCR and each of its officers, employees, and agents against any and all claims, demands, causes of action, damages (including damages to WCR property), costs, and liabilities, in law or in equity, of every kind and nature whatsoever, which arise out of or are in any way connected with the use and occupation of WCR campus described herein . To the fullest extent legally permissible, this indemnity and hold harmless agreement by the District shall apply to any and all acts or omissions, whether active or passive, on the part of the District or its agents, employees, and representatives, resulting in a claim or liability, except such loss or damage which was caused by the active negligence, the sole negligence, or the willful misconduct of MCOE/WCR its officers, employees, or agents. Where comparative fault is determined to have been contributory , principles of comparative fault will be followed and each party shall bear the proportionate cost of any damage attributable to the fault of that party , its officers, directors, agents, employees, or volunteers.

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

\_\_\_\_\_  
Signature, Hidden Valley Elementary -Santa Rosa Representative

\_\_\_\_\_  
Title / Date

*Patrick McLaughlin*  
\_\_\_\_\_  
Signature, Walker Creek Ranch Representative

Ranch Manager 3/26/2026  
\_\_\_\_\_  
Title / Date



Board Target Date: \_\_\_\_\_

### Request for Board Approval of Contract

Vendor/Contractor/Consultant: Cyber High Use License and Service

#### SCHOOL SITE/DEPARTMENT USE ONLY

Select one of the following: Partnership\*\*\*

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

#### SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 01 - 0500 - 0 - 1140 - 1000 - 5117 - 249 - L101 % 62 vb  
01 - 0500 - 0 - 1140 - 1000 - 5817 - 249 - L101 % 38.00 vb  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ % \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ % \_\_\_\_\_

Funding Category:  Base  Supplemental  Concentration  
 Restricted: \_\_\_\_\_  Other: \_\_\_\_\_

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

Contract is: Renewal Contract Amount: 65,139.00

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

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

Departmental Approval\*\*: Luz Elena Perez Date: 04/14/2026  
\*\* Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Marlen Ceballos Role: Site Secretary  
Site/Dept: Ed 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: \_\_\_\_\_ Approval by Superintendent

Attach Signed Vendor Contract: 1 Vendor Contract



In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a “Party” and collectively as the “Parties,” have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT

FCSS

By: \_\_\_\_\_  
Lisa August, Acting Superintendent  
or Authorized Designee

By: \_\_\_\_\_  
Dr. Michele Cantwell-Copher, Superintendent  
or Authorized Designee

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

Article 1	Scope of Use License and Obligations
Article 2	Payment
Article 3	Term and Termination of Agreement; Suspension or Termination of Access to Client Users
Article 4	Indemnity
Article 5	Dispute Resolution
Article 6	General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

### ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

#### SECTION 1.1 RECITALS AND REPRESENTATIONS.

- 1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS (collectively “**Cyber High**”).
- 1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and Students. Cyber High offers an additional education opportunity for Students who wish to accelerate their education, including high-risk Students, credit recovery, Students in continuation schools, alternative education, home schooling, adult Students, mobile Student populations, and incarcerated populations.
- 1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.
- 1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), regarding Student records, Student privacy, and the use and disclosure of Student records and information.
- 1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties’ rights and obligations relating to the Cyber High Products and this Agreement.

#### SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

- 1.2.1 **CLIENT USERS.** Each Student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually “**Client User**” and collectively “**Client Users**”) shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.
- 1.2.2 **USE LICENSE.** FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively “**FCSS Product**”) and such FCSS Product shall remain FCSS’ property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.

- 1.2.3 TERMS OF USE/LICENSING AGREEMENT/EXAM POLICY. Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement/Exam Policy that is in effect and posted on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement/Exam Policy. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement/Exam Policy, the provision in the Terms of Use/Licensing Agreement/Exam Policy shall govern as between the Parties.
- 1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support education and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.
- 1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 1.2.6 HARDWARE/SOFTWARE. Cyber High is made available to Client Users over the Internet through a web-browser interface. To access Cyber High, Client Users must have a suitable Internet connection, access to an appropriately configured computer, appropriately configured computer network, and utilize a supported browser, of which FCSS has no responsibility to provide to any Client User.
- 1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. **"Supplementary Materials"** include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory supplies and/or equipment.
- 1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User Student to access and use Cyber High Courses or other Cyber High Products.
- 1.2.9 CONTROLLING ACCESS. It is the responsibility of the Client to immediately deactivate access to Cyber High for Client staff who should no longer have access to Cyber High Student records/data.

### SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

- 1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.
- 1.3.1.1 PLAN PAYMENT 1 – If Plan Payment 1 – Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.
- 1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement/Exam Policy at any time.
- 1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION. If any document and/or information (e.g., employee or Student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively “**Confidential Materials**”) are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS. Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern.

SECTION 1.6 STUDENT RECORDS. Student records include any information directly related to a Student that is maintained by Client or acquired directly from the Student through the use of Cyber High. Student records provided to FCSS under this Agreement are the property of and are under the control of Client. Students may retain possession and control of their own Student-generated content by requesting such content in writing, and within the period of Student accessibility. The period of accessibility for Student or Client User shall not exceed the termination date of this contract. The parents or legal guardians of a Student, or a Student who is 18 years or older, may review Personally Identifiable Information in the Student’s records and correct erroneous information as follows: by contacting, in writing or email, Cyber High staff and requesting to review and/or modify erroneous information. FCSS shall take actions to ensure the security and confidentiality of Student records including, but not limited to, designating and training responsible individuals on ensuring the security and confidentiality of Student records as follows: requiring all staff members to sign confidentiality forms and limit those staff members given access to confidential Student records. In the event of an unauthorized disclosure of a Student’s records, FCSS shall report such disclosure to the affected parent, legal guardian, or Student as follows: immediately and in writing. FCSS shall not use any information in a Student record for any purpose other than those required or specifically permitted by this Agreement. Client agrees to work with FCSS to ensure compliance with the federal Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g (“FERPA”) and the Parties will ensure compliance with FERPA as follows: by mandating compliance with all laws and regulations pertaining to Student’s rights of confidentiality. To the extent FCSS will have access to “education records” for Client’s Students as defined under FERPA, FCSS acknowledges that for the purposes of this Agreement it will be designated as a “school official” with “legitimate educational interests” in the education records, as those terms have been defined under FERPA and its implementing regulations, and FCSS agrees to abide by the FERPA limitations and requirements imposed on school officials.

SECTION 1.7 DISPOSITION OF DATA. During the Contract Term marked on the Cover, the Client User has full access and the ability to download all stored Client User data, to include Student work, records, etc. To maintain compliance with Student privacy regulations, if this contract is not renewed for the following term, WITHIN 60 DAYS AFTER THE TERMINATION DATE OF THIS AGREEMENT, ALL PERSONALLY IDENTIFIABLE STUDENT INFORMATION WILL BE IRREVERSIBLY PURGED FOR CLIENT USER STUDENTS COVERED UNDER THIS AGREEMENT. NEITHER THE CLIENT USER NOR FCSS/CYBER HIGH WILL BE ABLE TO RETRIEVE ANY STUDENT WORK, RECORDS, OR DATA THEREAFTER.

If the Client has not secured all needed data, the Client may request by certified letter that FCSS/Cyber High provide the following digital file(s): Excel file containing all identifying and demographic data and/or a PDF containing a copy of all Student grade reports. Such a request must be received by FCSS on or before the Termination Date marked on the Cover.

## **ARTICLE 2 PAYMENT.**

SECTION 2.1 GENERAL. As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

SECTION 2.2 TAXES. Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

## **ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.**

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

### **SECTION 3.2 TERMINATION OF A WRITTEN AGREEMENT DURING CONTRACT TERM.**

3.2.1 TERMINATION FOR CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30<sup>th</sup> day or the last day of the extension (if any) without any further notice or action by either Party.

3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

3.2.2.1 MATERIAL BREACH BY CLIENT. If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use any Cyber High Products.

3.2.2.2 MATERIAL BREACH BY FCSS. If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User Students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement.

SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS. Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**") provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

#### ARTICLE 4 INDEMNITY.

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party ("**Indemnitor**") shall indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

#### ARTICLE 5 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 4 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The

provisions of this Article shall survive the termination of this Agreement.

## **ARTICLE 6 GENERAL PROVISIONS.**

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy of any notice and demand by facsimile to:*** General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 ISSUANCE OF CREDITS. Client agrees to adopt Cyber High courses as part of Client's approved course list. Upon Client User Student course completion, FCSS will make an Official Grade Report digitally available to the Student's school of record. It is incumbent upon the Client to record the grade(s) and issue credit in accordance with Client's school and/or prevailing District policy./ /



**Proposed Scope of Work**  
**Shared Plate Strategies for Santa Rosa City Schools Child Nutrition Services**  
**Procurement Training and Technical Assistance**  
**Prepared for Ed Burke**  
**January 15th, 2026**

**Project Goals, Objectives, Activities and Timeline**

The overall goal of this project is to support Santa Rosa City Schools Child Nutrition Services (SRCS - CNS) to further develop procurement for strategic long-term growth and sustainability, assisting in managing piggybacks; completing formal bid solicitations; and providing training and strategic advisement to further the Department vision for expanding Farm to School and healthy ingredient purchasing and meeting State and Federal standards. (February - June 2026)

Objective 1: Support development and maintenance of piggyback agreements for Farm to School Fresh Produce purchasing. (February - June 2026)

Activities Include:

- Develop and implement any necessary renewal letters and piggyback agreements for use with vendors and piggybacking districts.
- Support communication with vendors and districts to complete any necessary renewal amendments and piggyback agreements.
- Support maintenance of Procurement Log and document filing throughout.

Objective 2: Completing formal bid solicitations from writing to award for Broadline (Request for Proposals (RFP)), Packaging and Supplies (RFP), and Milk (Invitation for Bid (IFB)) Goods and Services and any additional formal bid solicitations as needed. (February - June 2026)

Activities include:

- Create Item List from Usage Reports and develop Bid Solicitations
  - Review and Adjust item lists with the Client.
- Work with District liaison to post bids.

- Conduct outreach to potential vendors and post to school bid aggregation sites to notify them about the Bid opportunities and increase vendor responses.
- Support Client to develop responses to Vendor Questions and write up responses for posting.
- Develop Invitation to Bid announcements, any necessary amendments based on vendor Q&A, and any other announcements necessary.
- Organize, schedule, facilitate, host and keep records of internal bid-opening meetings with the Client.
- Review Bids and reach out to Vendors with any questions or needs regarding submitted bids. Includes pricing summarization.
- Provide evaluation templates and train clients on evaluation procedures.
- Evaluate bids with Client participation and approval.
- Package documentation for recommendation to the Board.
- Provide Acceptance letters for winning proposals.

Objective 3: Provide technical assistance and resources to update and enhance understanding, systems and protocols to meet Department Farm to School, scratch cooking and other programmatic goals. (February - June 2026)

Activities include:

- Provide updated Procurement Policies, Code of Conduct, and Micro-Purchase Self Certification documents and train staff to implement.
- Identify, conduct outreach and facilitate relationship development with suppliers to meet the Department’s need for supplying the Farm to School and other procurement programs.

Objective 4: Provide any procurement technical assistance beyond the above budgeted activities and approximate hours. (Hourly as needed)

**Budget**

The following budget includes all anticipated direct and indirect costs of delivering the project, including labor, overhead, travel, supplies, etc..

Objective	Cost	Billing Method
1. Contract Management (Piggybacks)	\$1,320 (Approx 8 hours)	Lump sums based on deliverables met
2. Formal Bid Solicitations	\$14,820 each (Approx	Lump sums based on

	90 hours)	deliverables met
3. Strategic Advising and Staff Training	\$1,650 (Approx 10 hours hours)	Lump sums based on deliverables met
4. Additional TA as needed	\$825	Hourly at \$165/hour budgeted at 5 hours

**Total Estimated Budget** = \$18,615

*Shared Plate Strategies will conduct all procurement technical assistance and training following competitive procurement methods with its client's interests solely in mind.*

Shared Plate Strategies Contact Information

Ben Thomas

[ben@sharedplatestrategies.com](mailto:ben@sharedplatestrategies.com)

805-316-0761