

MASTER SERVICE AGREEMENT

This Master Service Agreement (“**MSA** or **Agreement**”) is entered into as of July 1, 2026 (“**Effective Date**”) between **Sunburst Workforce Advisors, LLC** (“**SWA**”), a Delaware limited liability corporation, having its place of business at 7223 Lee Deforest Drive, Columbia, Maryland 21046, and **Santa Rosa City Schools** (“**Client**”), located at 110 Stony Point Rd #210, Santa Rosa, CA 95401 (each a “**Party**” and, collectively, the “**Parties**”).

1. SERVICES

- a. **Scope of Services.** Client desires to utilize the managed service provider services of SWA to centralize and consolidate the management services of its temporary school-based professionals (“Contract Workers”). All providers of temporary staffing services (“Staffing Suppliers”) inquiring to provide school-based staffing services (“Staffing Services”) to Client will be overseen by SWA during the Agreement term. Client will notify incumbent Staffing Suppliers that were awarded contracts to work with SWA to obtain necessary information and documentation from SWA and all communication regarding day-to-day activity and will be conducted between SWA and Client.
- b. **MSP Services.** SWA will establish a Program Management Team consisting of SWA personnel to be Client’s central point for all matters relating to Client’s staffing needs. The MSP Services provided by SWA to Client will generally consist of:
 1. Identifying strategic Staffing Suppliers for Client’s educational, healthcare and administrative staffing needs;
 2. Contracting with Staffing Suppliers;
 3. Providing a web-based application software program (“System”) to automate the process by which Contract Workers are requisitioned from Staffing Suppliers;
 4. Onboarding Contract Workers and providing assignment details;
 5. Coordinating with Client and Staffing Supplier representative to establish the start date of the applicable Contract Worker;
 6. Verify each Staffing Supplier has uploaded required onboarding/credentialing documentation;
 7. Maintain accurate and complete statuses;
 8. Validate submission of electronic timecards.
- c. **Operational Management of the MSP Services.** SWA or the Client shall provide the following services related to executing requests for Contract Workers:
 - (a) Client shall create and approve a job posting in the System for potential Contract Worker(s), which shall include applicable bill rate information and onboarding/credentialing requirements;
 - (b) Upon completion of intake, SWA shall release the job posting via the System to the Staffing Suppliers subject to any distribution rules defined by the Client;
 - (c) SWA shall periodically analyze and review the distribution rules based upon Staffing Supplier performance. Client maintains control of how SWA will disseminate job postings (requisitions) to vendors. SWA will only modify the distribution rules under Client direction;
 - (d) Via the System, SWA shall forward to the Client selected short-listed candidates

submitted by Staffing Suppliers that meet the job posting requirements;

- (e) Client to interview short-listed candidates;
 - (f) Once the Client approves a candidate, SWA will notify the Staffing Supplier of the start date of the applicable Contract Worker; and
 - (g) SWA and Client may establish and agree upon procedures to address Candidate referrals that will not be subject to the competitive sourcing process.
 - (h) Client shall be responsible for the direction and supervision of the Contract Workers
 - (i) SWA shall request the Staffing Supplier to train all of its respective Contract Workers on proper use of System, including, but not limited to, time entry; and
 - (j) SWA shall recommend to the Client any Staffing Supplier whose actions or behaviors may require the Client to suspend or remove an approved Staffing Supplier from the approved list of Staffing Suppliers
- d. **Purchasing Agent.** SWA shall act as Client's purchasing agent for Staffing Services and, in such capacity, may enter into Staffing Supplier Agreements and/or Program Participation Agreements with Staffing Suppliers to procure Contract Workers for the benefit of Client. Client shall retain sole responsibility for the direction, supervision, and day-to-day management of all Contract Workers and shall instruct Contract Workers to direct all assignment-related complaints to their respective Staffing Supplier.
- e. **Staffing Supplier Agreements.** SWA shall require each Staffing Supplier to acknowledge and agree that all Contract Workers are employees of the Staffing Supplier and not employees of SWA or the Client. Each executed Staffing Supplier Agreement and/or Program Participation Agreement (PPA) shall include any provisions specifically required by the Client. Each such agreement shall further acknowledge that the services provided by the Staffing Supplier are for the benefit of the Client and that SWA is acting solely as the Client's purchasing agent in entering into such agreement.
- f. **Contract Worker Oversight.** Client shall designate the specific services to be provided by Contract Workers and shall direct and oversee the performance of such Contract Workers while on assignment with Client. In no event shall SWA be responsible for oversight of any Contract Worker, or the outcomes thereof.

2. CONTRACT WORKER ASSIGNMENT, TERMINATION, and REMOVAL

- a. SWA shall ensure that each Staffing Supplier and/or Hiring Manager perform the following tasks related to the end of any of its Contract Workers' assignments with the Client (whether due to termination or the completion of the applicable assignment).
- b. Validate that all electronic timecards are completed and submitted for all time worked within fifteen (15) Business Days of the assignment termination or completion date.
- c. If a Contract Workers engagement is terminated prior to the completion of the assignment, Hiring Manager shall notify SWA. A notification will be sent to the applicable Staffing Supplier for their Contract Workers assignment termination date in accordance with Client's instructions; and
- d. Request that the Staffing Supplier return all Client property to Client for each terminated Contract Worker.

- e. Client agrees to notify SWA of any incident involving Contract Workers within forty-eight (48) hours of its occurrence. Client agrees to provide SWA with documentation of any investigation conducted related to Contract Workers and/or the Staffing Services.

3. TERM AND TERMINATION

- a. **Term.** This Agreement commences July 1, 2026 and continues through June 30, 2027, unless earlier terminated by either Party upon ninety (90) days' written notice. The Agreement will automatically renew for successive one (1) year terms unless either Party provides ninety (90) days' prior written notice of non-renewal.
- b. **Termination for cause.** Client and SWA shall have the right to terminate this Agreement if either party materially breaches this Agreement and fails to cure such breach within sixty (60) days after receiving written notice specifying such breach.
- c. **Termination for convenience.** Client and SWA shall have the right to terminate this Agreement for convenience or without cause with ninety (90) days written notice.

4. INVOICING AND PAYMENT

- a. **Consolidated Invoices.** All Staffing Supplier invoices are consolidated as a part of SWA's MSP Services. SWA will issue consolidated invoices to Client on a weekly basis. Uncontested Consolidated Invoices are payable by Client within thirty (30) days of receipt.
- b. **Taxes.** Bill Rates do not include any applicable Transaction Taxes. Client is responsible for all Transaction Taxes and shall pay or reimburse SWA for Transaction Taxes as a result of, relating to, or in connection with this MSA (including with respect to Transaction Taxes required to be forwarded by SWA to Staffing Suppliers in connection with their provision of Staffing Services). If Client provides SWA with a tax exemption certificate in accordance with local law that covers the MSP Services provided by SWA, SWA will not collect Transaction Taxes if the tax exemption certificate is valid.
- c. **Calculation of MSP Fee.** The Fee for MSP Services under SWA is of no direct cost to Client. SWA's administrative fee for MSP Services will be funded by participating Staffing Suppliers, an amount not to exceed 5%. The amount billable to Client shall equal the applicable bill rate for each staffing assignment multiplied by each hour (or part of an hour) provided by the contract worker.

5. SYSTEM

- a. **General.** The System and all related Intellectual Property is owned by the System Administrator (or a licensor of the System Administrator). The System Administrator has licensed the System to SWA to allow SWA to provide the MSP Services to Client. Client's utilization of the System in connection with this Agreement shall not be interpreted to convey any right, title, interest or license to, or entitlement to continued possession or use of the System by Client.
- b. **Aggregate Statistical Usage.** Client acknowledges and agrees that SWA will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Notwithstanding anything to the contrary in this Agreement, Client acknowledges and agrees that SWA shall have the perpetual right to use and disclose the data collected relating to the Services, in any

manner, as long as any data collected is done on an aggregate basis, with Client's data aggregated so as to be non-specific to Client or including any personally identifiable information of an individual.

6. STANDARD CONTRACT TERMS

- a. **Authorizations** - Client will obtain, maintain and comply with all licenses, consents, permits, approvals and authorizations that are necessary to perform its obligations under this Agreement and allow SWA to perform the Services for its benefit, including those necessary to allow SWA to access and use Client's owned and leased assets, and any software, services, documentation or other tools subject to third-party contracts. Client will comply with all applicable local, state, and federal rules, regulations, and laws governing the maintenance of the aforementioned licenses, consents, permits, approvals and authorizations.
- b. **Safe Workplace** – If SWA has any on-site personnel providing Services to Client, Client agrees to (i) maintain a safe, healthy, and legal workplace for SWA personnel, and (ii) providing SWA personnel with information, training, and safety equipment for any hazardous substances present in Client's operations; (iii) onboarding Staffing Suppliers to Client's specific needs. SWA agrees that SWA personnel will comply with such information and training and equipment. Client further agrees to promptly provide verification of job or site specific training upon SWA request.
- c. **Independent Contractor** – The Parties intend to create an independent contractor relationship and nothing contained in this Agreement shall be construed to make either Client or SWA partners, joint ventures, principals, agents, or employees of the other; provided, however, that the foregoing shall not be construed as preventing SWA from performing any of its obligations under this Agreement. Neither Party shall have any express or implied right, power, or authority to bind the other.

7. INDEMNIFICATION AND LIMITED LIABILITY

- a. **Indemnification by SWA** – SWA agrees, at its own expense, to indemnify, defend, and hold harmless Client and its parent, subsidiaries, Affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:
 - (a) Bodily injury (including death) or any real or tangible property loss or damage as a direct result of SWA's employees' negligent acts or omissions in the performance of Services; or
 - (b) Any breach by SWA of obligations set forth in this MSA.
- b. **Indemnification by Client** – Client agrees, at its own expense, to indemnify, defend, and hold harmless SWA and its parent, subsidiaries, affiliates, directors, officers, employees, and agents against any and all third-party losses, liabilities, judgments, awards, and costs (including reasonable attorneys' fees and expenses) to the extent arising out of or relating to:
 - (a) Bodily injury (including death) or any real or tangible property loss or damage as a direct result of Client's employees' negligent acts or omissions; or
 - (b) Any Transaction Taxes levied, assessed or imposed by any taxing authority as a result of, or in connection with this Agreement, whatever the source and regardless of whether invoiced to or remitted by Client.

c. Cap on Damages - THE TOTAL AGGREGATE LIABILITY OF EACH PARTY AND ITS TO THE OTHER PARTY FOR DAMAGES UNDER THIS AGREEMENT OR OTHERWISE SHALL NOT EXCEED THE SUM OF ALL FEES PAID OR PAYABLE TO SWA BY CLIENT UNDER THE APPLICABLE STATEMENT OF WORK FOR SERVICES RENDERED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE MONTH IN WHICH SUCH LIABILITY AROSE. MULTIPLE CLAIMS UNDER THIS AGREEMENT OR THIS AGREEMENT WILL NOT ENLARGE THIS LIMIT. THIS LIMITATION OF LIABILITY SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY EXCLUSIVE REMEDY HEREIN.

IN WITNESS WHEREOF, SWA and Client each have caused this Agreement to be signed and delivered by its duly authorized representative.

Sunburst Workforce Advisors, LLC

Santa Rosa City Schools

Signature

Name:

Title:

Date:

Signature

Name:

Title:

Date:

SCHEDULE "A"

RATES

Bill Rates. Charges will be based on a Client approved hourly bill rate at the time an Order is posted via the System. Bill rates are subject to change at time of Order posting based on Client Approval. Client and SWA reserve the right to add additional Modalities if needed and agreed upon. All Orders will be submitted through the System.

Orientation. Rates listed in the system will be charged for all time spent in required Client orientation.

Overtime. Overtime rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. Overtime must have FACILITY supervisory approval. The overtime rate is one and one-half (1.5) times the regular billing rate for such hours.

Conversion Fees. A Conversion Fee, determined in accordance with the following Table, is payable by Client if Client hires a Contract Worker:

Conversion Table for Unlicensed Professionals Only

Fee	Fee	Fee	Fee
0 – 350 Hours of Service (Based on annual starting base salary)	351 – 450 Hours of Service (Based on annual starting base salary)	451 – 600 Hours of Service (Based on annual starting base salary)	601 or greater Hours of Service (Based on annual starting base salary)
20%	15%	10%	**No Fee

Conversion Table for Certificated and Licensed Staff

Fee	Fee	Fee	Fee
0 – 700 Hours of Service (Based on annual starting base salary)	701 – 900 Hours of Service (Based on annual starting base salary)	901 – 1200 Hours of Service (Based on annual starting base salary)	1201 or greater Hours of Service (Based on annual starting base salary)
20%	15%	10%	No Fee

SCHEDULE "B"

ONBOARDING AND CLIENT REQUIREMENTS

Onboarding and Credentialing Requirements will be reflected and may be modified in the System subject to the specialty positions requested by the Client. Requirements will be reflected in the System as agreed to by the Client. Any expenses or costs associated with the outlined Onboarding Requirements shall be paid by Staffing Supplier. SWA will participate in a review of all Staffing Supplier work progress and satisfaction.

SCHEDULE "C"

INSURANCE

SWA shall obtain and maintain pursuant to the terms of this Agreement, at its sole expense, the following types of insurance coverage, with minimum limits as set forth below. SWA shall name Santa Rosa City Schools as an additional insured on all liability policies.

Type of Insurance	Coverages	Minimum Limits
Workers Compensation		Statutory
Covering all states in which Supplier is licensed to operate.		
Commercial General Liability	Each Occurrence	\$ 1,000,000.00
	Policy Aggregate	\$ 3,000,000.00
Sexual Abuse & Molestation Coverage*	Each Occurrence	\$ 1,000,000.00
*Coverage may be by separate policy or as coverage included in the General liability or Professional liability policy	Policy Aggregate	\$ 2,000,000.00
Professional Liability	Each Occurrence	\$ 1,000,000.00
Negligent acts, errors and omissions, and Professional incidents	Policy Aggregate	\$ 3,000,000.00

MATTERWORX USER AGREEMENT

Sunburst Workforce Advisors, LLC (“SWA”)	Santa Rosa City Schools (“Client”)
Signature:	Signature:
Print Name:	Print Name:
Print Title:	Print Title:
Date:	Date:

This MatterWorx User Agreement is made as of July 1, 2026 (“**Effective Date**”) and supplements the Master Service Agreement (“MSA or Agreement”) for Sunburst MSP Services between Client and SWA.

WHEREAS, SWA and Client entered into the Agreement under which SWA provides Client with MSP Services;

NOW, THEREFORE, for good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, and as contemplated by this User Agreement:

1. **MatterWorx System.** Client wishes to utilize the MatterWorx Vendor Management System (“MatterWorx System”) and agrees to the following terms and conditions:
 - 1.1 **General.** The MatterWorx System and all related intellectual property is owned by MatterWorx, LLC. Client’s utilization of the MatterWorx System shall not be interpreted to convey any right, title, interest or license to, or entitlement to continued possession or use of the MatterWorx System by Client.
 - 1.2 **Terms of Use.** Client acknowledges and agrees that its use of the MatterWorx System is subject to the MatterWorx System’s Terms of Use, as may be updated from time to time and posted at <https://matterworx.com/terms-of-use/> (“Terms”). Client agrees to be bound by the Terms and to ensure that its employees, agents, contractors, and any authorized users comply with the Terms.
 - 1.3 **Inactive User Accounts.** Client acknowledges that it is responsible for monitoring access to the MatterWorx System and its user accounts. Client’s administrator shall promptly terminate user accounts for former users who are no longer employed by Client or whose roles and responsibilities no longer require access to the MatterWorx System.
 - 1.4 **Administrative Fee.** The Bill Rate is the only amount payable by Client for services under the Agreement. The Bill Rate is inclusive of all fees, including (i) SWA’s fee for MSP Services and (ii) MatterWorx, LLC’s fee for accessing the MatterWorx System, both of which are funded entirely by

participating Staffing Suppliers (“Administrative Fee”). Client will not pay a separate or additional fee for MSP Services or MatterWorx System access. The Administrative Fee is comprised of: (i) SWA’s fee for MSP Services, which shall not exceed 4.5% of the Bill Rate; and (ii) System Administrator’s fee for licensing of the MatterWorx System, which shall not exceed 0.5% of the Bill Rate.

- 2. Conflict.** To the extent the terms of this User Agreement and the terms in the Agreement are in conflict, this User Agreement shall control. All other terms and conditions will remain unchanged as stated in the Agreement.