



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** California School Board Association**SCHOOL SITE/DEPARTMENT USE ONLY****Select one of the following:** Professional Services**

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 01 - 0000 - 0 - 0000 - 71500 - 5300 - 390 - 5190 % 100 vb

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

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

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

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

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

Contract is: Renewal **Contract Amount:** 26,760.00

School Site/Department: Superintendent's Office **Number of Individuals Served:** Dist Wide

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

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

Departmental Approval:** Lisa August Hulme **Date:** 06/26/2026

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

Contract Created by: Melanie Martin **Role:** Site Secretary

Site/Dept: Superintendent's Office **Phone #:** 707-890-3800

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

Requisition #: R27-00345

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____ **Approval by Superintendent**

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract



California School Boards Association
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
INV-81496-Y2G5F6 6/1/2026

Bill To:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401-4320
United States

Ship To:

Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA 95401-4320
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2026 - 06/30/2027)	\$21,590.00	1.00	\$21,590.00	
ELA	ELA Membership (07/01/2026 - 06/30/2027)	\$5,170.00	1.00	\$5,170.00	

CSBA dues not processed before September 15 will result in a disruption of CSBA services. Trustees and employees of LEAs that have not paid membership dues by September 15 will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues may be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.

Total Invoice: \$26,760.00

Total Paid: \$0.00

Balance Due: \$26,760.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100888	INV-81496-Y2G5F6	06/01/2026		\$26,760.00

Make checks payable to:

California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401-4320
United States



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** California School Board Association**SCHOOL SITE/DEPARTMENT USE ONLY****Select one of the following:** Professional Services**

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 01 - 0000 - 0 - 0000 - 7150 - 5817 - 390 - 5190 % 100 vb

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

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

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

Funding Category: ☒ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☐ Other: _____

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

Contract is: Renewal **Contract Amount:** 18,475.00

School Site/Department: Superintendent's Office **Number of Individuals Served:** Dist Wide

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

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

Departmental Approval:** Lisa August Hulme **Date:** 06/26/2026

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

Contract Created by: Melanie Martin **Role:** Site Secretary

Site/Dept: Superintendent's Office **Phone #:** 707-890-3800

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

Requisition #: R27-00344

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____ **Approval by Superintendent**

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract

Invoice Number **Invoice Date** **PO #**
INV-82591-R7Y6L3 7/1/2026

Bill To:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401-4320
United States

Ship To:

Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA 95401-4320
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/MEETING S	Gamut Meetings (Member) (07/01/2026 - 06/30/2027)	\$8,750.00	1.00	\$8,750.00	Net 30
GAMUT/POLICY	Gamut Policy (Member) (07/01/2026 - 06/30/2027)	\$4,875.00	1.00	\$4,875.00	Net 30
GAMUT/POLICY/P LUS	Gamut Policy Plus (Member) (07/01/2026 - 06/30/2027)	\$4,850.00	1.00	\$4,850.00	Net 30
Have you renewed your CSBA Membership for 2026-27? Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access to GAMUT services.					

Total Invoice: \$18,475.00

Total Paid: \$0.00

Balance Due: \$18,475.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100888	INV-82591-R7Y6L3	07/01/2026	Net 30	\$18,475.00

Make checks payable to:

California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401-4320
United States



Board Target Date: August 12, 2026

Request for Board Approval of Contract

Vendor/Contractor/Consultant: Joe Culpepper

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

* 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): 06 - 2600 - 0 - 1151 - 1000 - 5800 - 124 - ELOP

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ XOther:

ELOP

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

Contract is: ☐ New XRenewal ☐ Addendum/Amendment Contract Amount:

School Site/Department: SRFACS Number of Individuals Served: 60

Approved at Site by*: Evelyn Anderson Date: 7/1/2026

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

Departmental Approval**: _____ Date: _____

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

Contract Created by: _____ Phone #:

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 7/20/2026 Proposed Contract End Date: 12/18/2026

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Funding Source /Funding Category verified: ☐ YES ☐ NO Board Approval Date: _____

Verified by: _____ Date: _____

Fiscal Services Authorizer

LAST REVISED ON 3-24-25

**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

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

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

Organize and provide space on SRFACS campus.

Identify and invite ELOP-qualified students to attend sessions. Manage responses.

Maintain attendance reports.

Organize daily schedules for ELOP-qualified students.

(b) CONTRACTOR’s Responsibilities and Duties:

Provide in-person instruction in magic and juggling in French to multiple grade levels.

Class size limited to 15 students per class.

Students must be in 2nd Grade or older.

All materials for the magic kits that students assemble as they learn and take home after camp are included.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 20, 2026_, and will continue through _December 18, 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 \$20,808.00. DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment due upon receipt of invoice following services rendered.

Payment to be made check sent to Contractor at address indicated on signature page of this contract.

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

The following metrics are used to evaluate the effectiveness of the magic and juggling instruction:

- Student development of new fine motor skills required for juggling and sleight of hand;
- Student development of disciplined practice and rehearsal skills both as individuals and as cooperative and collaborative performance team members;
- Development of the cognitive processing and physical literacy skills required to perform: optical illusions, recreational mathematics, psychological subtleties, and complex dexterous movement requiring heightened spatial awareness;
- Acquisition of specialized French vocabulary, grammar and pronunciation related to the performing arts (formal onstage etiquette and imperative commands when interacting with spectators onstage, for example);
- Mastery of oral presentation and spectator management skills required to perform in front of an audience.

The instructor measures these skills during each contact hour during student demonstrations. District representatives, parents, and other audience members measure the students' ability to perform a good show by round of applause during their public performance at the end of the session.

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

mmartin@sres.k12.ca.us

CONTRACTOR:

Name: Joseph Culpepper

Street: 4880 CA-1 #1214

City/State/Zip: Bodega Bay, CA 94923

Phone: (916) 844-8694

Email: joe.culpepper@gmail.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 8th DAY OF July, 2026.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Lisa August

Associate Superintendent

ysantanaperalta@srcs.k12.ca.us

707-890-3800 x80201

Signature: Joe Culpepper

Print Name: Joseph Culpepper

Title: instructor (contractor)

Email: joe.culpepper@gmail.com

Phone: 916-844-8694

SRCS Board Approved: _____



Board Target Date: _____

Request for Board Approval of ContractVendor/Contractor/Consultant: NatureBridge**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): 00 - 00000 - 0 - 00000 - 00000 - 00000 - 0000 - 0000 % 000000 cd

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

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

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

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☒ Other: Donations

For Billing (*if applicable*): ☐ Bill to: _____ Billing frequency: _____Contract is: New Contract Amount: 25,898.00School Site/Department: SR Accelerated Charter Number of Individuals Served: 64

Approved at Site by*: _____ Date: _____

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

Departmental Approval**: Lisa August Hulme Date: 06/23/2026

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**Contract Created by: Ivana Jugovic Role: Site SecretarySite/Dept: SR Accelerated Charter Phone #: 707-890-3860Proposed Contract Start Date: 01/13/2027 Proposed Contract End Date: 01/15/2027

Requisition #: _____

BUSINESS SERVICES USE ONLYVerified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable

Board Approval Date: _____ Approval by Superintendent

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract



NATUREBRIDGE CONTRACT FOR ENVIRONMENTAL SCIENCE PROGRAMS

This Contract for Environmental Science Programs (the "Contract") is entered into by and between Santa Rosa Accelerated Charter School and NatureBridge (together, the "Parties") for the dates of **01/13/2027-01/15/2027** at the **Golden Gate Campus**. The Parties agree as follows:

Definitions: The following definitions shall apply to this Contract.

"Chaperone" means and includes all persons, including teachers, who have been designated by the Group as being responsible for Minor Participants.

"Contract" means this Agreement and the Invoice.

"Environmental Science Program" or "Program" means the educational program to be provided to the Group in accordance with the terms and conditions set forth in this Contract.

"Group" means the legal entity or other contracting party or parties who have executed this Contract and is or are contractually bound by its terms.

"Invoice" means the document issued by NatureBridge to the Group which accompanies this Agreement, and accepted by the Group as evidenced by execution of this Agreement, setting forth the Booking Deposit, the number of Participants, the Final Payment, the Scholarship Fee, and the Scheduled Arrival Date.

"Learning Group" means each smaller group into which the Participants are divided during the Program.

"Minor Participants" means those Participants who are younger than age 18.

"NatureBridge" means NatureBridge, a California Nonprofit Public Benefit Corporation.

"NatureBridge Campus" shall mean those areas of the respective National or State Park and private camps in which the Program is conducted, and generally includes the dining and lodging facilities, as well as any classrooms, labs and administrative buildings.

"Participant" means and includes all students, parents, teachers and chaperones who participate in the Environmental Science Program.

"Program Day" shall mean that portion of a day when the Program is in progress and during which NatureBridge staff are responsible for the supervision of the Participants with support from the Chaperones. A Program Day generally begins each day when NatureBridge staff meet the Participants and ends when the Program has been concluded by NatureBridge staff and the Participants have been released to the supervision and control of the Chaperones.

"Scheduled Arrival Date" means the date on which Group Participants are scheduled to arrive at the NatureBridge Campus.

NatureBridge Responsibilities. NatureBridge shall:

1. Provide the Invoice to the Group with this Agreement.
2. Provide the Environmental Science Program described in the Invoice. The Program includes educator staff; group experiential learning; meals; lodging; and limited intra-park transportation.
3. Be responsible for the supervision of Participants during each Program Day except under certain circumstances outlined below in Group Responsibilities under section 7.

Group Responsibilities. The Group shall:

1. Make timely payment of all amounts due pursuant to this Contract.
2. Be familiar and comply with all NatureBridge policies, guidelines and Group Coordinator materials applicable to the Program. Such policies, guidelines and Group Coordinator materials are available online at naturebridge.org or will be provided upon request.
3. Ensure that, by no later than the first day of the Program, NatureBridge Participant Registration Forms have been completed, signed and submitted to NatureBridge by each adult Participant, and by the parent or guardian of each Minor Participant, as the case may be. The Group understands and agrees that no individual will be allowed to participate in any Program without a duly signed Participant Registration Form.
4. Provide all transportation of Participants to and from the Program.



5. Provide at least one Chaperone for each Learning Group and a sufficient number of additional Chaperones if needed to ensure appropriate supervision and well-being of all Participants.
6. Screen Participants for illness prior to arriving on Program. Require any ill Participants to remain home.
7. Assume full responsibility for the supervision of all Participants during all times that are before or after each Program Day. Assist NatureBridge staff with supervision of Minor Participants during the Program Day. Provide all pertinent medical, behavioral or mental health information that will support the well-being and supervision of each Minor Participant.
8. Be responsible for communicating any Participant food allergies or dietary needs to NatureBridge and assisting Participants in monitoring for potential exposures to food allergens.
9. Be responsible for knowing any medication requirements and/or any relevant physical or mental conditions or limitations of Minor Participants, and for administering any medication to Minor Participants in accordance with School policies.
10. Be responsible for any Participant who is required to remain on the NatureBridge Campus during the Program Day due to injury, illness, or any other reason.
11. Obtain advance permission from NatureBridge staff before removing Participants from any Program-related activity in order to enable such Participants to participate in a non-Program-related activity not prohibited by NatureBridge policies; upon being granted such advance permission, the Group shall assume full responsibility for such Participants and the risks associated with such non-Program-related activity. Participants shall not be removed from a Program for more than three (3) hours.
12. Ensure that no alcohol is consumed by Chaperones at any time while they are responsible for the safety and supervision of Minor Participants.
13. Be responsible for any loss of or damage to NatureBridge property, equipment and facilities or any NatureBridge Campus caused by the acts or omissions of any Participants.
14. Discourage Participants from bringing any unnecessary items or property to the NatureBridge Campus and indemnify and hold NatureBridge harmless for the theft or loss of any personal items belonging to Participants.

Deposit Policy: The Group shall provide a booking deposit representing 25% of the total cost of the Program based on the estimated number of Participants ("Booking Deposit"). The Booking Deposit shall be paid to NatureBridge by the date noted on the Invoice. The Booking Deposit is non-refundable and is not transferable to other Programs or dates.

Minimum Group Size: Because each NatureBridge Campus has different vendor requirements, the Group agrees to pay for the following minimum number of Participants, regardless of whether the actual Group has fewer Participants: **Yosemite:** minimum 14 Participants. **Golden Gate:** minimum 12 Participants. **Olympic:** minimum 12 Participants. **Prince William Forest Park:** minimum 12 Participants. Individual Participants who leave the Program early for any reason will forfeit their entire payment. No refunds will be provided.

Group Reservation Confirmation: Upon receipt of the Booking Deposit and this Contract (including the Invoice) signed by a duly authorized representative of the Group, NatureBridge will confirm the Group's reservation.

Changes in Group Reservation:

- The Group may decrease the number of Participants by up to a maximum of 5% of Participants within ninety (90) days before the Scheduled Arrival Date. Any other decrease in the number of Participants for any reason shall not result in a reduction in the amounts owed pursuant to the Invoice.
- The number of Participants may not be increased without prior written approval from NatureBridge.
- The Group may terminate this Contract so long as notice of such termination is delivered to NatureBridge no less than ninety (90) days before the Scheduled Arrival Date, in which event this Contract shall terminate, NatureBridge shall retain the Booking Deposit, and neither party shall have any further obligations under the Contract. The Group may not terminate this Contract on or after the ninetieth (90th) day before the Scheduled Arrival Date, and any such attempted termination or other cancellation or refusal to participate by the Group shall not affect this Contract, and all amounts required to be paid by the Invoice shall be paid when due by the Group, and the Group shall not be entitled to any refund of any amounts previously paid.



Final Payment: Except for the Booking Deposit, all amounts owed by the Group pursuant to the Invoice shall be paid to NatureBridge on or before thirty (30) days prior to the Scheduled Arrival Date.

Scholarship Fee: A \$2.00 per Participant scholarship fee is assessed for all Groups. This fee is deposited directly into the NatureBridge scholarship fund.

Insurance: The Group represents and warrants that it is self-insured and/or that it maintains appropriate liability insurance, with limits of not less than \$1,000,000, for the Program, which includes sexual abuse and molestation coverage of at least \$1,000,000 for each occurrence.

Indemnity: To the fullest extent permitted by law, The Group agrees to indemnify and hold harmless NatureBridge, and its officers, directors, employees, and agents (collectively, "Agents"), from and against all claims, demands, actions, damages, liabilities, costs and expenses (including but not limited to reasonable attorneys' fees and costs), caused by, arising out of, or related to this Contact, the Group's use of the NatureBridge Campus, the Group's participation in the Program, and/or, any negligent, wrongful or unlawful act or omission on the part of the Group, its Agents or any of the Participants. However, the Group is not obligated to indemnify and defend NatureBridge for claims due to the gross negligence or willful misconduct of NatureBridge.

Except as otherwise expressly provided for in this Contract, NatureBridge agrees to indemnify and hold harmless the Group from and against all claims, demands, actions, damages, liabilities, costs and expenses (including reasonable attorneys' fees and costs), caused by, arising out of, or related to any gross negligence, willful misconduct, or unlawful act or omission on the part of NatureBridge, or any of its Agents.

The indemnification and defense obligations under this Contract extend to claims occurring after this contract is terminated as well as while it is in force and continue until it is finally adjudicated that any and all actions against the indemnified parties for such matters which are indemnified hereunder are fully and finally barred by applicable laws.

Removal of Participants: NatureBridge reserves the right, in its sole discretion, to refuse to enroll in a Program, or to remove from a Program in progress, any person whose participation NatureBridge reasonably believes may present a risk of harm to that individual or to others, and in the event of any removal of any Participant during a Program in progress, there shall be no adjustment or refund of any amount owed or paid for such Participant's participation in such Program.

Change in Program: If for reasons beyond NatureBridge's reasonable control (e.g., inclement weather, wildfires, government shutdown, COVID-19, acts of God, etc.) it cannot provide the specified Program, or cannot do so at the specified location, then: (i) NatureBridge may change the Program and/or the location of the Program so long as the content and value of the changed Program is substantially the same as the original Program, and in such event, there shall not be any reduction in the amounts owed for such Program or any refund of amounts paid for such Program; or (ii) NatureBridge may cancel the specified Program and in such event shall return to the Group all amounts paid by the Group for the specified Program subject to the **Transfer Administrative Fee** or the **Refund Administrative Fee** detailed below.

Effect of Termination: If NatureBridge terminates the Program, then the Parties will observe the following procedures with respect to any amounts already paid by Group to NatureBridge for the cancelled Program (such amounts, the "**Fees Paid**"):

1. The Parties shall negotiate in good faith with respect to a replacement NatureBridge program to be provided at a mutually agreeable date. If the Parties enter into a new agreement for such replacement program, then, subject to this Section 1, Group will be entitled to receive a credit in an amount up to the Fees Paid to be used towards program amounts due under such new agreement. Unless otherwise agreed by NatureBridge, a Transfer Administrative Fee (as defined below) will be deducted from such credit if the following two conditions are met: (i) the start date of such replacement program is after June 30, 2025; and (ii) the Contract is terminated after the date that the Booking Deposit for the Program was due. If the Transfer Administrative Fee applies and is greater than the Fees Paid, Group shall pay the difference as part of the program amounts due under the new agreement for the replacement program. "**Transfer Administrative Fee**" means a fee equaling 8% of the total program fees that would have been payable by Group had the Program not been cancelled.
2. If the negotiations described in 1 do not result in an agreement to credit the Fees Paid toward a replacement Program, then, subject to this Section 2, NatureBridge will refund to Group the Fees Paid. Unless otherwise agreed by NatureBridge, a Refund Administrative Fee will be deducted from such refund if the Contract is terminated after the date that the Booking Deposit for the Program was due. If the Refund Administrative Fee applies and is greater than the Fees Paid, Group shall pay the difference to NatureBridge within 30 days of the date that the Contract is terminated. "**Refund Administrative Fee**" means a fee equaling 10% of the total program fees that would have been payable by Group had the Program not been cancelled. For clarity,



the administrative fees are intended to cover unrecoverable costs incurred by NatureBridge in connection with the cancelled or transferred Program.

Non-Discrimination: NatureBridge and its contractors and/or subcontractors do not discriminate against any individual or group based upon race, color, religion, national origin, sex, age, ancestry, citizenship, physical or mental disability, marital status, medical condition, sexual orientation, gender identification, or on the basis of any other characteristic protected by applicable law.

Privacy policy: NatureBridge respects the confidentiality of the information provided by Participants, and will not sell or make available this information to other organizations. NatureBridge reserves the right to use this information for internal marketing and development purposes.

California Law/Severability: This Contract is entered into and governed by the laws of the State of California. Any provision determined to be void or illegal under applicable law shall be deemed severable, and all other provisions of this Contract shall remain in full force and effect.

Mediation/Arbitration: In the event of any dispute between the Parties with regard to the terms of this Contract, the Parties agree to submit such dispute to mediation in a good faith effort to resolve the dispute informally. Mediation will be held at the following locations: In San Francisco, CA for California programming; and in Seattle, WA for Washington programming. The costs of such mediation shall be shared equally by the Parties. Should mediation not resolve the dispute, the Parties agree to submit the dispute to binding arbitration before the American Arbitration Association, pursuant to the Rules for Commercial Disputes. The arbitration will take place in the respective locations referenced above based on Program location. The award of the arbitrator shall be final and binding with no right of appeal. The costs and expenses of arbitration shall be shared equally by the Parties, and each side shall bear its own attorney's fees and costs, unless otherwise determined by the arbitrator in his/her award.

Entire Agreement: The Parties agree that this Contract constitutes the entire agreement between them on the subjects encompassed herein; that all prior agreements, whether oral or written, are expressly superseded and of no force or effect; that no changes or modifications to the terms of this Contract shall be valid unless made in writing and signed by duly authorized representatives of both Parties; and that in the event of any inconsistency between the terms of this Agreement and the Invoice, the following order of precedence shall apply: (1) Invoice; (2) Agreement.

Authority: Each person signing below represents and warrants that he/she is authorized to enter into this Contract and to commit his/her organization to its terms.

NATUREBRIDGE, A CALIFORNIA NONPROFIT
PUBLIC BENEFIT CORPORATION

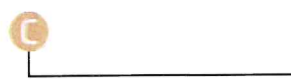
By: 

Print Name: Judy Lin

Title: Chief Operating Officer

Dated: March 31, 2026

GROUP: Santa Rosa Accelerated Charter School

By: 

Print Name:

Title:

Dated:

Group: Santa Rosa Accelerated Charter School
Dates: 01/13/2027-01/15/2027
NatureBridge Campus: Golden Gate



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** Intergrated Security Controls**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 - 7700 - 5614 - 389 - 5189 % 100 cd

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

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

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

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☐ Other: _____

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

Contract is: Renewal **Contract Amount:** 50,000.00

School Site/Department: MIST/IT **Number of Individuals Served:** District

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

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

Departmental Approval:** Adrian Bica **Date:** 06/23/2026

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

Contract Created by: Bea Gonzales **Role:** Department Secretary

Site/Dept: MIST/IT **Phone #:** 707-890-3877

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

Requisition #: R27-00017

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____ **Approval by Superintendent**

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

SANTA ROSA CITY SCHOOLS SERVICES AGREEMENT

This Agreement, dated as of June 17th, 2026, is by and between SANTA ROSA CITY SCHOOLS, hereinafter referred to as the "DISTRICT", **and Integrated Security Controls, Inc.**, hereinafter referred to as the "CONTRACTOR".

WHEREAS, DISTRICT desires to obtain CONTRACTOR for **Maintenance Services for District's Avigilon Camera System**; and,

WHEREAS, CONTRACTOR is willing to provide such services on the terms and conditions set forth in this AGREEMENT and is willing to provide same to DISTRICT.

NOW, THEREFORE it is agreed that DISTRICT does hereby retain CONTRACTOR to provide the services described in Exhibit "A", and CONTRACTOR accepts such engagement, on the General Terms and Conditions hereinafter specified in this Agreement, the Additional Provisions attached hereto, and the following described exhibits, all of which are incorporated into this Agreement by this reference:

Exhibit A	Services
Exhibit B	Payment Terms
Exhibit C	ISC CMAS Contract 3-26-06-1070

The term of this Agreement shall be from July 1st, **2026** through June 30, **2027**.

The compensation payable to CONTRACTOR hereunder shall not exceed **Fifty Thousand (\$50,000)** per year for the term of this Agreement.



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

SANTA ROSA CITY SCHOOLS

CONTRACTOR/COMPANY NAME

DEPARTMENT NAME: IT Department

By: _____
DEPARTMENT HEAD DATE

Adrian Bica, IT Director

By:

NAME AND ADDRESS OF CONTRACTOR:

John Pegram – CEO Integrated Security
3401 Industrial Dr
Santa Rosa, CA 95403



INTEGRATED SECURITY CONTROLS, INC.

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GENERAL TERMS AND CONDITIONS

1. INDEPENDENT CONTRACTOR: No relationship of employer and employee is created by this Agreement; it being understood and agreed that CONTRACTOR is an Independent Contractor. CONTRACTOR is not the agent or employee of the DISTRICT in any capacity whatsoever, and DISTRICT shall not be liable for any acts or omissions by CONTRACTOR nor for any obligations or liabilities incurred by CONTRACTOR.

CONTRACTOR shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

CONTRACTOR shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold DISTRICT harmless from any and all liability which DISTRICT may incur because of CONTRACTOR's failure to pay such amounts.

In carrying out the work contemplated herein, CONTRACTOR shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of DISTRICT.

CONTRACTOR does, by this Agreement, agree to perform his/her said work and functions at all times in strict accordance with all applicable federal, state and DISTRICT laws, including but not limited to prevailing wage laws, ordinances, regulations, titles, departmental procedures and currently approved methods and practices in his/her field and that the sole interest of DISTRICT is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the DISTRICT agency concerned.



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Notwithstanding the foregoing, if the DISTRICT determines that pursuant to state and federal law CONTRACTOR is an employee for purposes of income tax withholding, DISTRICT may upon two (2) week's written notice to CONTRACTOR, withhold from payments to CONTRACTOR hereunder federal and state income taxes and pay said sums to the federal and state governments.

2. INDEMNIFICATION: CONTRACTOR shall indemnify, defend, and hold harmless the DISTRICT, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever including damages to property and injuries to, or death of persons, reasonable attorney's fees, expert fees and court costs occurring or resulting, or alleged to be occurring or resulting, to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connections with the CONTRACTOR'S performance or its obligations under this AGREEMENT, and from any and all claims, liabilities, and losses occurring or resulting, or alleged to be occurring or resulting, to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR'S performance of its obligations under this AGREEMENT, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of DISTRICT. "CONTRACTOR'S performance" includes CONTRACTOR'S action or inaction and the action or inaction of CONTRACTOR'S officers, employees, agents and subcontractors.

3. INSURANCE AND BOND: CONTRACTOR shall at all times during the term of the Agreement with the DISTRICT maintain in force those insurance policies and bonds as designated in the attached Exhibit C, and will comply with all those requirements as stated therein.

4. WORKERS' COMPENSATION: CONTRACTOR shall provide Workers' Compensation insurance, as applicable, at CONTRACTOR's own cost and expense and further, neither the CONTRACTOR nor its carrier shall be entitled to recover from DISTRICT any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

5. CONFORMITY WITH LAW AND SAFETY:

a. In performing services under this Agreement, CONTRACTOR shall observe and comply with all applicable laws, ordinances, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. CONTRACTOR shall indemnify and hold DISTRICT harmless from any and all liability, fines, penalties and consequences from



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any of CONTRACTOR's failures to comply with such laws, ordinances, codes and regulations.

- b. Accidents: If a death, serious personal injury or substantial property damage occurs in connection with CONTRACTOR's performance of this Agreement, CONTRACTOR promptly submit to DISTRICT a written report, in such form as may be required by DISTRICT of all accidents which occur in connection with this Agreement. This report must include the following information: (1) name and address of the injured or deceased person(s); (2) name and address of CONTRACTOR's sub-contractor, if any; (3) name and address of CONTRACTOR's liability insurance carrier; and (4) a detailed description of the accident and whether any of DISTRICT's equipment, tools, material, or staff were involved.
 - c. CONTRACTOR further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant to the DISTRICT the opportunity to review and inspect such evidence, including the scene of the accident.
6. PAYMENT: For services performed in accordance with this Agreement, payment shall be made to CONTRACTOR as provided in Exhibit "B" hereto as funding permits.
7. TAXES: Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the CONTRACTOR.
8. OWNERSHIP OF DOCUMENTS: CONTRACTOR hereby agrees to provide to a private, not-for-profit, successor and if there is none then assigns the DISTRICT and its assignees all copyright and other use rights in any and all proposals, plans, specification, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies) respecting in any way the subject matter of this Agreement, whether prepared by the DISTRICT, the CONTRACTOR, the CONTRACTOR's subcontractors or third parties at the request of the CONTRACTOR (collectively, "Documents and Materials"). This explicitly includes the electronic copies of all above stated documentation.

CONTRACTOR shall be permitted to retain copies, including reproducible copies and computerized copies, of said Documents and Materials. CONTRACTOR agrees to take such further steps as may be reasonably requested by DISTRICT



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to implement the aforesaid assignment. If for any reason said assignment is not effective, CONTRACTOR hereby grants the DISTRICT and any assignee of the DISTRICT an express royalty – free license to retain and use said Documents and Materials. The DISTRICT's rights under this paragraph shall apply regardless of the degree of completion of the Documents and Materials and whether or not CONTRACTOR's services as set forth in Exhibit "A" of this Agreement have been fully performed or paid for.

CONTRACTOR shall pay all royalties and license fees which may be due for any patented or copyrighted materials, methods or systems selected by the CONTRACTOR and incorporated into the work as set forth in Exhibit "A", and shall defend, indemnify and hold the DISTRICT harmless from any claims for infringement of patent or copyright arising out of such selection.

The DISTRICT's rights under this Paragraph 8 shall not extend to any computer software used to create such Documents and Materials.

9. CONFLICT OF INTEREST: The CONTRACTOR covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with the performance of services required under this Agreement.

10. NOTICES: All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

Overnight Delivery: When delivered by overnight delivery (Federal Express/Airborne/United Parcel Service/DHL WorldWide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

Facsimile transmission: When sent by facsimile to the facsimile number of the recipient known to the party giving notice, notice is effective on receipt, provided



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that, (a) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery, or (b) the receiving party delivers a written confirmation of receipt. Any notice given facsimile shall be deemed received on the next business day if it is received after 5:00 p.m. (recipient's time) or on a non-business day.

Addresses for purpose of giving notice are as follows:

To DISTRICT: Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95411

To CONTRACTOR: Integrated Security Controls, Inc
3401 Industrial Dr
Santa Rosa, CA 95403
ATTN: John Pegram

Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

Any party may change its address or facsimile number by giving the other party notice of the change in any manner permitted by this Agreement.

11. USE OF DISTRICT PROPERTY: CONTRACTOR shall not use DISTRICT property (including equipment, instruments and supplies) or personnel for any purpose other than in the performance of his/her obligations under this Agreement.

12. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS: CONTRACTOR certifies that it will comply with all federal and state laws pertaining to equal employment opportunity and that it shall not engage in any unlawful discrimination.

a. CONTRACTOR shall, in all solicitations or advertisements for applicants for employment placed as a result of this Agreement, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, creed, color,



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disability, sex, sexual orientation, national origin, age, religion, Veteran's status, political affiliation, or any other non-merit factor.

- b. CONTRACTOR shall, if requested to so do by the DISTRICT, certify that it has not, in the performance of this Agreement, engaged in any unlawful discrimination.
- c. If requested to do so by the DISTRICT, CONTRACTOR shall provide the DISTRICT with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- d. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act which is prohibited by law.
- e. The CONTRACTOR shall include the provisions set forth in this paragraph in each of its subcontracts.

13. **DRUG-FREE WORKPLACE:** CONTRACTOR and CONTRACTOR's employees shall comply with the DISTRICT's policy of maintaining a drug-free workplace. Neither CONTRACTOR nor CONTRACTOR's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any DISTRICT facility or work site. If CONTRACTOR or any employee of CONTRACTOR is convicted or pleads *nolo contendere* to a criminal drug statute violation occurring at a DISTRICT facility or work site, the CONTRACTOR, within five days thereafter, shall notify the head of the DISTRICT department/agency for which the contract services are performed. Violation of this provision shall constitute a material breach of this Agreement.

14. **ENERGY CONSERVATION:** CONTRACTOR agrees to comply with the mandatory standards and policies relating to energy efficiency in the State of California Energy Conservation Plan, (Title 24, California Administrative Code).

15. **COMPLIANCE WITH LICENSING REQUIREMENTS:** CONTRACTOR shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, as well as file copies of same with the DISTRICT Executive Office.

16. **AUDITS; ACCESS TO RECORDS:** The CONTRACTOR shall make available to the DISTRICT, its authorized agents, officers, or employees, for



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examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursements charged to the DISTRICT, and shall furnish to the DISTRICT, within sixty (60) days after examination, its authorized agents, officers or employees such other evidence or information as the DISTRICT may require with regard to any such expenditure or disbursement charged by the CONTRACTOR.

The CONTRACTOR shall maintain full and adequate records in accordance with DISTRICT requirements to show the actual costs incurred by the CONTRACTOR in the performance of this Agreement, and will make such books and records available to the DISTRICT for inspection at a location within DISTRICT or CONTRACTOR shall pay to the DISTRICT the reasonable, and necessary costs incurred by the DISTRICT in inspecting CONTRACTOR's books and records, including, but not limited to, travel, lodging and subsistence costs.

CONTRACTOR shall provide such assistance as may be reasonably required in the course of such inspection. The DISTRICT further reserves the right to examine and reexamine said books, records and data during the four (4) year period following termination of this Agreement or completion of all work hereunder, as evidenced in writing by the DISTRICT, and the CONTRACTOR shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, and data in any manner whatsoever for four (4) years after the DISTRICT makes the final or last payment or within four (4) years after any pending issues between the DISTRICT and CONTRACTOR with respect to this Agreement are closed, whichever is later.

17. DOCUMENTS AND MATERIALS: CONTRACTOR shall maintain and make available to DISTRICT for its inspection and use during the term of this Agreement, all Documents and Materials, as defined in Paragraph 8 of this Agreement. CONTRACTOR's obligations under the preceding sentence shall continue for four (4) years following termination or expiration of this Agreement or the completion of all work hereunder (as evidenced in writing by DISTRICT), and CONTRACTOR shall in no event dispose of, destroy, alter or mutilate said Documents and Materials, for four (4) years following the DISTRICT's last payment to CONTRACTOR under this Agreement.

18. TIME OF ESSENCE: Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.



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19. **TERMINATION:** The DISTRICT has and reserves the right to suspend, terminate or abandon the execution of any work by the CONTRACTOR without cause at any time upon giving to the CONTRACTOR prior written notice. In the event that the DISTRICT should abandon, terminate or suspend the CONTRACTOR's work, the CONTRACTOR shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

20. **NON APPROPRIATION:** If DISTRICT should not appropriate or otherwise make available funds sufficient to purchase, lease, operate or maintain the products set forth in this Agreement, or other means of performing the same functions of such products, DISTRICT may unilaterally terminate this Agreement only upon thirty (30) days written notice to CONTRACTOR. Upon termination, DISTRICT shall remit payment for all products and services delivered to DISTRICT and all expenses incurred by CONTRACTOR prior to CONTRACTOR'S receipt of the termination notice.

21. **CHOICE OF LAW:** This Agreement, and any dispute arising from the relationship between the parties to this Agreement, shall be governed by the laws of the State of California, excluding any laws that direct the application of another jurisdiction's laws.

22. **WAIVER:** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

23. **ADVERTISING OR PUBLICITY:** CONTRACTOR shall not use the name of DISTRICT, its officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of DISTRICT in each instance.

24. **ENTIRE AGREEMENT:** This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between DISTRICT and CONTRACTOR relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral, between the parties



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and sets forth the entire understanding of the parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both parties.

25. HEADINGS: Herein are for convenience of reference only and shall in no way affect interpretation of this Agreement.

26. MODIFICATION OF AGREEMENT: This Agreement may be supplemented, amended or modified only by the mutual agreement of the parties. No supplement, amendment or modification of this Agreement shall be binding unless it is in writing and signed by authorized representatives of both parties.

27. ASSURANCE OF PERFORMANCE: If at any time the DISTRICT has good objective cause to believe CONTRACTOR may not be adequately performing its obligations under this Agreement or that CONTRACTOR may fail to complete the Services as required by this Agreement, DISTRICT may request from CONTRACTOR prompt written assurances of performance and a written plan acceptable to DISTRICT, to correct the observed deficiencies in CONTRACTOR's performance. CONTRACTOR shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of DISTRICT's request and shall thereafter diligently commence and fully perform such written plan. CONTRACTOR acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

28. SUBCONTRACTING/ASSIGNMENT: CONTRACTOR shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the DISTRICT's prior written approval.

- a. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.
- b. CONTRACTOR shall use subcontractors identified in Exhibit "A" and shall not substitute subcontractors without DISTRICT's prior written approval.
- c. CONTRACTOR shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between CONTRACTOR and its subcontractors.



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

29. SURVIVAL: The obligations of this Agreement, which by their nature would continue beyond the termination on expiration of the Agreement, including without limitation, the obligations regarding Indemnification (Paragraph 2), Ownership of Documents (Paragraph 8), and Conflict of Interest (Paragraph 9), shall survive termination or expiration for two (2) years.

30. SEVERABILITY: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

31. PATENT AND COPYRIGHT INDEMNITY: CONTRACTOR represents that it knows of no allegations, claims, or threatened claims that the materials, services, hardware or software ("CONTRACTOR Products") provided to DISTRICT under this Agreement infringe any patent, copyright or other proprietary right. CONTRACTOR shall defend, indemnify and hold harmless DISTRICT of, from and against all losses, claims, damages, liabilities, costs expenses and amounts (collectively, "Losses") arising out of or in connection with an assertion that any CONTRACTOR Products or the use thereof, infringe any patent, copyright or other proprietary right of any third party.

- a. DISTRICT will: (1) notify CONTRACTOR promptly of such claim, suit or assertion; (2) permit CONTRACTOR to defend, compromise, or settle the claim; and, (3) provide, on a reasonable basis, information to enable CONTRACTOR to do so. CONTRACTOR shall not agree without DISTRICT's prior written consent, to any settlement, which would require DISTRICT to pay money or perform some affirmative act in order to continue using the CONTRACTOR Products.
- b. If CONTRACTOR is obligated to defend DISTRICT pursuant to this Section 32 and fails to do so after reasonable notice from DISTRICT, DISTRICT may defend itself and/or settle such proceeding, and CONTRACTOR shall pay to DISTRICT any and all losses, damages and expenses (including attorney's fees and costs) incurred in relationship with DISTRICT's defense and/or settlement of such proceeding.
- c. In the case of any such claim of infringement, CONTRACTOR shall either, at its option, (1) procure for DISTRICT the right to continue using the CONTRACTOR Products; or (2) replace or modify the CONTRACTOR Products so that that they become non-infringing, but equivalent in functionality and performance.



INTEGRATED SECURITY CONTROLS, INC.

3401 INDUSTRIAL DRIVE SANTA ROSA, CA. 95403 | (707)455-6789 | FAX (707)455-6689

- d. Notwithstanding this Section 32, DISTRICT retains the right and ability to defend itself, at its own expense, against any claims that CONTRACTOR Products infringe any patent, copyright, or other intellectual property right.

32. OTHER AGENCIES:

Other tax supported agencies within the State of California who have not contracted for their own requirements may desire to participate in this contract. The CONTRACTOR is requested to service these agencies and will be given the opportunity to accept or reject the additional requirements. If the CONTRACTOR elects to supply other agencies, orders will be placed directly by the agency and payments made directly by the agency.

[END OF GENERAL TERMS AND CONDITIONS]



INTEGRATED SECURITY CONTROLS, INC.

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Exhibit A

Services and Phone Support

Services will be performed on a Time and Materials basis as the need arises. Phone Support will be charged in rounded-up, quarter-hour increments.)

Equipment still under Manufacturer Warranty will be returned for repair or replacement. In the event that the Manufacturer will not provide advance replacement of parts, spares may need to be purchased by the DISTRICT. CONTRACTOR will install materials replaced under a manufacturer's warranty at the hourly rate described in this agreement.

- Emergency Repairs
- Emergency Software Updates
- Emergency Consultation

Emergency Service is available 24/7 with overtime rates applicable after normal business hours. (See Exhibit B – Fee Schedule)



INTEGRATED SECURITY CONTROLS, INC.

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EXHIBIT B

PAYMENT TERMS

Hourly Rates (On Site and Phone Support)

Standard Rates Apply (Monday – Friday, 8AM – 5PM).
Overtime Rates apply all other times.

	Standard	Overtime
Project Manager	\$ 165.00	\$ 247.50
Programming	\$ 165.00	\$ 247.50
Field Technician	\$ 155.00	\$ 232.50

Materials

Materials will be invoiced at CONTRACTOR's cost plus 20 percent. The total cost invoiced to the DISTRICT shall not exceed the price listed on CONTRACTOR's CMAS contract 3-19-84-0079B.

[END OF PAYMENT TERMS]



Board Target Date: _____

Request for Board Approval of ContractVendor/Contractor/Consultant: Pitney Bowes**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 - 7600 - 5600 - 394 - 5194 % 100

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

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

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

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☒ Other: General Fund

For Billing (*if applicable*): ☐ Bill to: _____ Billing frequency: _____Contract is: Renewal Contract Amount: 22,171.20School Site/Department: Purchasing Number of Individuals Served: 100+

Approved at Site by*: _____ Date: _____

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

Departmental Approval**: Kelley Cook Kelley Cook Date: 07/14/2026 07/14/2026

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**Contract Created by: Kelley Cook Role: Department AdministratorSite/Dept: Purchasing Phone #: 707-890-3800Proposed Contract Start Date: 08/01/2026 Proposed Contract End Date: 08/01/2031

Requisition #: _____

BUSINESS SERVICES USE ONLYVerified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable

Board Approval Date: _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract _____



NASPO ValuePoint FMV Lease Agreement (Option C)

0	0	4	1	6	3	8	5	5	4
---	---	---	---	---	---	---	---	---	---

Agreement Number

Your Business Information

Full Legal Name of Lessee / DBA Name of Lessee			Tax ID # (FEIN/TIN)
SRCS District Office 2			680180139
Sold-To: Address			
110 STONY POINT RDSTE 210, SANTA ROSA, CA, 95401-4118, US			
Sold-To: Contact Name	Sold-To: Contact Phone #	Sold-To: Account #	
Kelley Cook	7078903800	0018544925	
Bill-To: Address			
110 Stony Point RdSTE 105, Santa Rosa, CA, 95401-4189, US			
Bill-To: Contact Name	Bill-To: Contact Phone #	Bill-To: Account #	Bill-To: Email
Kelley Cook	7078903800	0016869668	kcook@srcs.k12.ca.us
Ship-To: Address			
110 STONY POINT RDSTE 210, SANTA ROSA, CA, 95401-4118, US			
Ship-To: Contact Name	Ship-To: Contact Phone #	Ship-To: Account #	
Kelley Cook	7078903800	0018544925	
PO #			
-			

Your Business Needs

Qty	Item	Business Solution Description
1	SENDPROMAILCENTER	MailCenter
1	1FWV	5lb Interfaced Weighing Feature
1	7W00	MailCenter Meter
1	AZBG	Black Graphics Upgrade
1	CAABL	Cost Accounting - 100 Accounts
1	F9PG	PowerGuard Service Package
1	HV97500	Wireless Client Kit
1	HVBA	MailCenter 1000
1	HVSP	MailCenter Shipping Bundle
1	ME1C	Meter Equipment - Low
1	MW90702	Wireless 4-Port Router.
1	PTJC	SPC-PitneyShip Individual
1	STDsla	Standard SLA-Equipment Service Agreement (for MailCenter)

Your Payment Plan

Initial Term: 60 months	Initial Payment Amount:	
Number of Months	Monthly Amount	Billed Quarterly at*
60	\$ 369.52	\$ 1,108.56

*Does not include any applicable sales, use, or property taxes which will be billed separately.
If the equipment listed above is replacing your current meter, your current meter will be taken out of service once this lease commences.

- () Tax Exempt Certificate Attached
 () Tax Exempt Certificate Not Required
 (X) Purchase Power® transaction fees included
 () Purchase Power® transaction fees extra

Your Signature Below

By signing below, you agree to be bound by your State's/Entity's/Cooperative's contract, which is available at <http://www.pb.com/states> and is incorporated by reference. The terms and conditions of this contract will govern this transaction and be binding on us after we have completed our credit and documentation approval process and have signed below. If software is included in the Order, additional terms apply which are either (i) included in your State's contract which is available at <http://www.pb.com/states> or (ii) available by clicking on the hyperlink for that software located at https://www.naspovalupoint.org/search/?term=pitney-bowes&page_ref=contractors. Those additional terms are incorporated by reference.

NASPO VALUEPOINT CTR058808; 7-22-70-50-03

State/Entity's Contract#

Lisa August Hulme

Lessee Signature

Lisa August Hulme

Print Name

Associate Superintendent, Business Services

Title **7/23/26**

Date

laugust@rcs.k12.ca.us

Email Address

~~Receiving SBOS Board Ratification 8/12/26~~

Salvatore Polletta Director of Purchasing 7/30/26

Salvatore Polletta

Pitney Bowes Signature

Salvatore Polletta

Print Name

VP, Risk Assurance & Operational Governance

Title **7/30/2026**

Date

Sales Information

Cynthia Volpe

cynthia.volpe@pb.com

Account Rep Name

Email Address

PBGFS Acceptance



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** Magnolia Global Academy for Leaders, dba, Magnolia Project

Will this vendor have direct contact with students? YES If yes, we will need Mandated Reporter Certification

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- - 6387 - 0 - 3800 - 1000 - 5800 - 249 - 5140 % 100 _____

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

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

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

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☒ Other: CTE Incentive Grant

For Billing (if applicable): ☐ Bill to: _____ Billing frequency: _____**Contract is:** Renewal **Contract Amount:** 39,000.00**School Site/Department:** Ed Services **Number of Individuals Served:** 330**Approved at Site by*:** _____ **Date:** _____* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE****Departmental Approval**:** Debi Cardozo **Date:** 07/29/2026** Signature - **DISTRICT OFFICE DEPT. SIGNATURE****Contract Created by:** Debi Cardozo **Role:** Department Administrator**Site/Dept:** Ed Services **Phone #:** 707-890-3800**Proposed Contract Start Date:** 08/13/2026 **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:** _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract _____

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 Magnolia Global Academy for Leaders, dba, Magnolia Project, hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

- Collaboration; Sole Right to Control. The School District agrees that it shall work collaboratively with Magnolia Project to assist with its performance of the services provided to the School District pursuant to this Agreement, provided that Magnolia Project retains the right to control or direct the manner in which the Services are to be performed.
- Magnolia Project requires the School District, including its full administrative and teaching staff, to support and accommodate the Program and its requirements. The School District and the school site Teacher Leader hereby commit to using the Magnolia Project’s curriculum during the school day. The School District agrees that its appointed Teacher Leader will fully cooperate with the Program requirements as designed by the Magnolia Project and be actively involved as partners. The School District will fully support The Program and commit to implementing The Program as designed by Magnolia Project. The Parties agree that The School District’s failure to live up to the commitments of time and staff that are set forth herein shall constitute grounds for termination of this Agreement by Magnolia Project.
- Communication. The School District agrees that the School District and its staff shall respond to requests from Magnolia Project for support in a timely manner, and that which responses shall take no longer than 7-10 business days unless otherwise specified by Magnolia Project.
- The School District shall assist Magnolia Project in the collection of unidentified student demographic data information of program participants, as well as non-personally identifiable information (NPII) data around student attendance at school before, during, and after the Magnolia Project Career Explorations Pathway Program.
- The School District will arrange for, and cover the associated costs of bus transportation to and from the school site to CHOPS Teen Center during the immersive experience.

(b) CONTRACTOR’s Responsibilities and Duties:

Career Exploration Program:

Magnolia Project will provide one semester-long career exploration program, embedded in the Exploring College and Careers course to approximately 300 7th and 8th grade students at Elsie Allen, Piner, Montgomery, and Santa Rosa Junior/Senior High Schools, and Rincon Valley Middle School, and 30 students at Ridgway High School.

Magnolia Project will provide teacher and administrator training, curriculum and implementation support for all three phases of the program, at all school sites: Elsie Allen, Piner, Montgomery, and Santa Rosa Junior/Senior High Schools, and Rincon Valley Middle School and Ridgway High School.

- a. **Phase 1:** Pre-Exploration Preparation: Students will complete 14 sessions of Magnolia Project's Pre-Exploration Curriculum, at their school site, to help them identify their passions and prepare them for success in their off-campus experience. Magnolia Project will provide teacher and administrator training, as well as all curriculum for Phase 1 of the Magnolia Project experience.
- b. **Phase 2:** Students will spend 3 consecutive school days (approx. 15-18 hours) working on a professional project, in partnership with a mentor from a local business, non-profit or government agency. Professional projects will take place at Chop's Teen Club, Sixth Street Playhouse or in the community, and will be facilitated by a trained, vetted industry mentor. Students may also be placed in an off-campus exploration (away from Chop's or Sixth Street Playhouse) with a mentor from a local business, non-profit or government agency,
- c. **Phase 3:** Students will complete an additional 7-10 sessions of Magnolia Project's Post-Exploration Curriculum, which will prepare them to do a Meaningful Next Phase Plan, a Presentation of Learning about their Career Exploration experience, and craft a Thank You Note to their Mentor.

Santa Rosa City Schools District and all participating schools will have access to all of Magnolia Project's pre and post work curriculum, and it is highly recommended that students complete as many lessons as possible.

- d. **Magnolia Project provides the following services as part of our Pathways Programs:**

Service	Description
Magnolia Project's Semester-Long Career Exploration Pre and Post Work curriculum	Comprehensive, step by step curriculum that prepares students for success in their off-campus Career Exploration experience.
Teacher Professional Development and Training	1 half day training sessions (approximately 4 hours) to prepare teachers to facilitate the MP pathways programs, curriculum and procedures.
Off Campus Career Exploration Recruitment	MP actively finds, secures Career Exploration, and mentors tailored to your specific community.
Vetting of Placements, Background Checks for Mentors and Mentor Training,	MP facilitates all vetting and training of mentors and various Career Exploration placements. Site visits are facilitated pre-program for high risk industries.
Contracts and Permission Slips	MP provides all permission slips, contracts and

	paperwork documentation for parents, students and mentors/businesses participating in the program.
Liability Insurance	MP carries GL insurance, we work with districts to ensure that all insurance needs are met. MP collects insurance information for all business mentors/sites.
Program Implementation Support	MP provides a dedicated program coordinator to the school site to assist teachers with facilitating and managing various aspects of the program to ensure smooth delivery of services.
On-Call/Emergency Services during the off off-campus experience	MP acts as an emergency contact/direct point of contact, along with a representative from the district, for students/mentors/parents during the off-campus experience.
Site Visits	MP assists with the facilitation of site visits, and accompanying staff during Phase 2 of the program.
Snacks	Magnolia Project will provide snacks for all students participating in Career Exploration programs, both on- and off-campus. It is the sole responsibility of the school district to ensure that lunch is provided for all participating students.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 13, 2026, and will continue through June 30, 2027, 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 Thirty-nine Thousand Dollars (\$39,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

CONTRACTOR will invoice the DISTRICT for the Career Explorations Program for \$39,000.00 with 1st payment of \$19,500 by August 31, 2026, and the second payment of \$19,500 by April 30, 2027.

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?):

Career Exploration Program:

- Students participating in the Magnolia Project Career Explorations program will complete all 14 pre-work sessions, and their corresponding activities, such as creating a Digital Vision Board, Experience Sheet and Cover Letter, Career Scavenger Hunt, Interview Prep & Set Your Goals.
- Students participating in the Magnolia Project Career Explorations will complete 1 immersive, hands-on Career Exploration experience (estimated 15-20 hours) with a mentor in an industry they are passionate about.
- Students participating in the Magnolia Project Career Explorations will complete all 7 sessions of post work, including the Meaningful Next Phase Plan and reflection, Presentation of Learning and Thank You note.
- Students participating in the Magnolia Project Career Explorations will self-report higher levels of engagement in school and in the community, and will feel more prepared to pursue college or a career through a pre- and post-program survey

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

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

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

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

9. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss,

damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11. Termination:

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services

satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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

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

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

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

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

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

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

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

DISTRICT:

CONTRACTOR:

Santa Rosa City Schools

Name: Magnolia Global Academy for Leaders, dba, Magnolia Project

211 Ridgway Ave

Street: 50 Courthouse Square, 110

Santa Rosa, CA 95401

City/State/Zip: Santa Rosa, CA 95403

707-890-3800

Phone: 707-545-1414

kcook@srcs.k12.ca.us

Email: gia@magnolia-project.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

Associate Superintendent of Business Services

ysantanaperalta@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER or CONTRACTOR

Signature: Gianna Biaggi
Gianna Biaggi (Jul 24, 2026 12:24:06 PDT)

Print Name: Gianna Biaggi

Title: Executive Director

Email: gia@magnolia-project.org

Phone: 707-782-8492

SRCS Board Approved: _____



Board Target Date: 8/12/2026-Due to
Purchasing by 7/24/26

Request for Board Approval of Contract

Vendor/Contractor/Consultant: LunchAssist

Will this vendor have direct contact with student? NO If yes, we will need mandated reporter certification

SCHOOL SITE/DEPARTMENT USE ONLY

Select one of the following: Professional Services**

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 13 - 5310 - 0 - 9110 - 3700 - 5800 - 386 - 5186 % 100 vb
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____
 _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____ % _____

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration
☒ Restricted: Fund 13 Cafeteria Fund ☐ Other: _____

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

Contract is: New **Contract Amount:** 25,000.00

School Site/Department: Child Nutritional Services **Number of Individuals Served:** 13,000

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

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

Departmental Approval:** Ed Burke **Date:** 07/23/2026

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

Contract Created by: Ed Burke **Role:** Department Administrator

Site/Dept: Child Nutritional Services **Phone #:** 707-380-3807

Proposed Contract Start Date: 08/13/2026 **Proposed Contract End Date:** 07/30/2027

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____

LAST REVISED ON 4-9-25

**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 LunchAssist, hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

The district will provide explicit, direct instructions on prioritizing the contractor's work. The district will provide access to resources and staff needed to develop and evaluate recommendations and support services.

(b) CONTRACTOR’s Responsibilities and Duties:

LunchAssist will provide consultation and professional services related to the projects in support of the administrative review of the CNS program and other projects. Projects will include administrative support, evaluations of key performance indicators, and the design of community outreach efforts. The contractor will provide recommendations, training, and evaluation criteria for each of the agreed-upon priorities of the work to be completed.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 8/13, 2026, and will continue through 7/30, 2027, 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 Twenty-Five Thousand Dollars (\$ 25,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

See attached quote.

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

The positive impact on students is the continuation of the work CNS has undertaken to meet their needs. The contract will support the CNS leadership team's capacity to continue improving services to students.

The Contractor will provide administrative support related to the administrative review of the CNS program. The Contractor will be assessed by the quality of preparation for the administrative review, the number of corrective actions needed following the administrative review, and the reallocation of CNS leadership team hours invested in other food service program priorities. Administrative reviews require a substantial amount of time to prepare, facilitate, and complete

The contractor will review key performance indicators of the CNS program and community outreach. The contractor's services will be evaluated by the quality of the evaluations and recommendations.

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

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

7. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

9. Indemnification:

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

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

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

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

Yes (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.

Yes (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.

No (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]**

Yes (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: LunchAssist

Street: 8605 Santa Monica Blvd

City/State/Zip: West Hollywood

Phone: (985) 966-8494

Email: mike@lunchassist.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 13 DAY OF August, 2026 .

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Lisa August

Associate Superintendent

ysantanaperalta@srcs.k12.ca.us

707-890-3800 x80201

Signature: Jennifer McNeil

Print Name: Jennifer McNeil, RDN, SNS

Title: CEO & Founder, LunchAssist

Email: jennifer@lunchassist.org

Phone: 760-518-4706

SRCS Board Approved: _____



Quote For
Santa Rosa City Schools



LunchAssist, Inc.
8605 Santa Monica Blvd, 52611
West Hollywood, CA 90069
(985) 966-8494
www.lunchassist.org

Quote

Santa Rosa City Schools

Bill To**Ed Burke**

211 Ridgway Avenue
Santa Rosa, CA 95401

Quote #

5498981000071214009

Quote Date

Jul 9, 2026 12:56 PM

Quote Expiration

Sep 30, 2026

Item & Description	List Price	Qty	Amount
Consulting & Training Premium Consulting Package - One-on-one consulting, training, mentoring, coaching, and support from the team at LunchAssist.	\$ 25,000.00	1	\$ 25,000.00
Grand Total			\$ 25,000.00

Terms & Conditions

This agreement is for 1 year. Services will be suspended or canceled for accounts that are left unpaid unless other arrangements have been made. This contract will automatically renew in successive years unless LunchAssist is notified of the intent to cancel at least 90 days prior to the annual renewal date. Renewal invoices will be sent approximately 3 months before the annual renewal date. Fees for subsequent years will be equal to the base year cost, uplifted each year based on inflation.



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** All City Management Services

Will this vendor have direct contact with students? YES If yes, we will need Mandated Reporter Certification

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 - 3900 - 5892 - 392 - 5192 % 4.38

01 - 0000 - 0 - 0000 - 3900 - 5192 - 392 - 5192 % 95.62

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

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

Funding Category: ☒ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☐ Other: _____

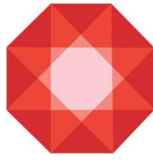
For Billing (if applicable): ☐ Bill to: _____ Billing frequency: _____**Contract is:** Renewal **Contract Amount:** 662,734.80**School Site/Department:** Business/Fiscal Services **Number of Individuals Served:** DW**Approved at Site by*:** _____ **Date:** _____* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE**

Departmental Approval:** Kelley Cook Lisa August Hulme **Date:** 08/04/2026 08/04/2026

** Signature - **DISTRICT OFFICE DEPT. SIGNATURE****Contract Created by:** Kelley Cook **Role:** Department Administrator**Site/Dept:** Purchasing **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:** _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract



ALL CITY MANAGEMENT SERVICES

July 31, 2026

Yessica Santana Peralta - District Accountant
Santa Rosa City Schools
110 Stony Point Rd #210, Santa Rosa, CA 95401

Dear Ms. Santana Peralta,

As many agencies begin preparing budgets, we would like to confirm our interest in extending our agreement for School Crossing Guard Services through the 2026–2027 school year. Enclosed is a Client Worksheet detailing the updated hourly billing rate and a projection of your annual program cost based on current post locations and service hours.

Each year, we conduct a comprehensive review of the factors that influence the cost of providing a safe and fully compliant School Crossing Guard Program. For the upcoming term, the most significant driver of increased expenses is substantial nationwide increases in insurance premiums. These increases are directly tied to the well-documented risks associated with crossing-guard duties.

Recent research found that the job of a crossing guard has become increasingly dangerous and ranks among the top 5 deadliest occupations in the United States. According to a major Associated Press review of nearly 200 police departments, at least 230 school crossing guards across 37 states were struck by vehicles over the past decade, and nearly three dozen were killed.

These realities—documented fatality rates, rising injury claims, and a high-risk job profile—are directly reflected in the premium increases issued by insurance carriers. As a result, ACMS is experiencing materially higher costs to maintain the essential General Liability and Workers' Compensation coverage required to operate a safe, compliant, and responsibly insured program.

We remain fully committed to providing a safe, reliable, and professional School Crossing Guard Program for your community. We value our partnership and hope you will find the updated rate both reasonable and necessary to sustain the high safety and coverage standards your program deserves. If you have any questions or need further information, please contact me at (800) 540-9290.

Thank you for your continued partnership,

Brian Brooks
Chief Operating Officer

"Keeping Kids Safe"



All City Management Services Inc.

Client Worksheet 2026 - 2027

Department: 1009401

Santa Rosa City Schools

Billing Rate for 2026/2027: \$37.57

Sites with Traditional Calendar

Calendar Groups	Hours/Year	Hourly Billing Rate			Group Total
28 Sites @ 3.50 hrs/day, 5 days/wk	17640	X	\$37.57	=	\$662,734.80
	(28 sites x 3.50 hrs/day x 180 days/yr)				

TOTAL ANNUAL	PROJECTED HOURS	17640	PROJECTED COST	\$662,734.80
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Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** Amplify

Will this vendor have direct contact with students? NO

If yes, we will need Mandated Reporter Certification

SCHOOL SITE/DEPARTMENT USE ONLY**Select one of the following:** Professional Services**

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 01 - 0500 - 0 - 1140 - 1000 - 5817 - 119 - L101 % 73 cd

07 - 6300 - 0 - 1140 - 1000 - 5817 - 127 - 5127 % 13.00 cd

06 - 6300 - 0 - 1140 - 1000 - 5817 - 124 - 5124 % 6.00 cd

08 - 6300 - 0 - 1140 - 1000 - 5817 - 104 - 5104 % 8.00 cd

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration
☐ Restricted: _____ ☒ Other: Charter School Funds & District General Fund

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

Contract is: Renewal **Contract Amount:** 33,563.00

School Site/Department: Ed Services **Number of Individuals Served:** 2500

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

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

Departmental Approval:** Alisa Haley **Date:** 07/29/2026 07/28/2026

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

Contract Created by: Alisa Haley **Role:** Department Administrator

Site/Dept: Ed Services **Phone #:** 707-890-3800

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

Requisition #: 00515, 00516, 00517, 00524

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 4 Vendor Contract



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-704045-2
PQ #: PQ 250715-453001
Date: 6/23/2026
Expires On: 8/22/2026
Delivery Service Level: Standard

Customer Contact Information

Alisa Haley
Santa Rosa City School Dist
707-890-3800
ahaley@srcs.k12.ca.us

Amplify Contact Information

Wendy Garcia
Senior Account Executive
(510) 368-7666
wgarcia@amplify.com

1 Year
Non Charters
mCLASS + Lectura

mCLASS D8 + Lectura Licenses

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS California Grades K-2 1yr DIBELS 8th Ed Annual Student License - 1yr (2026-2027)	1,060.00	\$9.00	\$9,540.00
mCLASS California Grades 3-8 1yr DIBELS 8th Ed Annual Student License - 1yr (2026-2027)	1,635.00	\$9.00	\$14,715.00
mCLASS Lectura Annual Student License add-on for existing mCLASS customers - 1yr (2026-2027)	40.00	\$5.00	\$200.00
TOTAL			\$24,455.00

SUBTOTAL	\$24,455.00
ESTIMATED SALES TAX (10%)	\$0.00
GRAND TOTAL	\$24,455.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
 - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
 - For purchases on or after 1/1/26, please visit <http://amplify.com/pd-expirationterms> for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support)

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

Amplify Education, Inc.
P.O. Box 392294

Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. **Agreement Acceptance.** This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at <https://amplify.com/amplify-program-usage-guidelines/> and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together,

"Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer [Privacy Policy](https://www.amplify.com/customer-privacy) at [amplify.com/customer-privacy](https://www.amplify.com/customer-privacy) ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at [amplify.com/privacy-security](https://www.amplify.com/privacy-security) aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under

applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15. Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs

and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-704039-2
PQ #: PQ 250715-453002
Date: 6/23/2026
Expires On: 8/22/2026
Delivery Service Level: Standard

Customer Contact Information

Alisa Haley
Santa Rosa City School Dist
707-890-3800
ahaley@srcs.k12.ca.us

Amplify Contact Information

Wendy Garcia
Senior Account Executive
(510) 368-7666
wgarcia@amplify.com

1 Year
mCLASS + Lectura
CCLA

mCLASS D8 + Lectura Licenses

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS California Grades K-2 1yr DIBELS 8th Ed Annual Student License - 1yr (2026-2027)	210.00	\$9.00	\$1,890.00
mCLASS California Grades 3-8 1yr DIBELS 8th Ed Annual Student License - 1yr (2026-2027)	247.00	\$9.00	\$2,223.00
mCLASS Lectura Annual Student License add-on for existing mCLASS customers - 1yr (2026-2027)	60.00	\$5.00	\$300.00
TOTAL			\$4,413.00

SUBTOTAL	\$4,413.00
ESTIMATED SALES TAX (10%)	\$0.00
GRAND TOTAL	\$4,413.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
 - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
 - For purchases on or after 1/1/26, please visit <http://amplify.com/pd-expirationterms> for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support)

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

Amplify Education, Inc.
P.O. Box 392294

Pittsburgh, PA 15251-9294

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Terms & Conditions

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2. **Agreement Acceptance.** This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at <https://amplify.com/amplify-program-usage-guidelines/> and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together,

"Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. **Reservation of Rights. SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD.** Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see [amplify.com/virtual-patent-marking](https://www.amplify.com/virtual-patent-marking)). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

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9. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

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applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13.

11. Customer Materials and Requirements. Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. Warranty Disclaimer. PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. Limitation of Liability. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. Termination. Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15. Miscellaneous. This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs

and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-706769-2
PQ #: PQ 250826-468030
Date: 6/23/2026
Expires On: 8/22/2026
Delivery Service Level: Standard

Customer Contact Information

Alisa Haley
Santa Rosa City School Dist
707-890-3800
ahaley@srcs.k12.ca.us

Amplify Contact Information

Wendy Garcia
Senior Account Executive
(510) 368-7666
wgarcia@amplify.com

Arts Charter
1 Year
mCLASS D8 + Lectura

mCLASS D8 + Lectura Licenses

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS California Grades K-2 1yr DIBELS 8th Ed Annual Student License - 1yr (2026-2027)	105.00	\$9.00	\$945.00
mCLASS California Grades 3-8 1yr DIBELS 8th Ed Annual Student License - 1yr (2026-2027)	185.00	\$9.00	\$1,665.00
mCLASS Lectura Annual Student License add-on for existing mCLASS customers - 1yr (2026-2027)	12.00	\$5.00	\$60.00
TOTAL			\$2,670.00

SUBTOTAL	\$2,670.00
ESTIMATED SALES TAX (10%)	\$0.00
GRAND TOTAL	\$2,670.00

Scope and Duration

Payment Terms:

- This Price Quote (including all pricing and other terms) is valid through Quote Expiration Date stated above.
- Payment terms: net 30 days.
- Prices do not include sales tax, if applicable.
- Pricing terms in the Price Quote are based on the scope of purchase and other terms herein.
- The Federal Tax ID # for Amplify Education, Inc. is 13-4125483. A copy of Amplify's W-9 can be found at: <http://www.amplify.com/w-9.pdf>

License and Services Term:

- Licenses: 07/01/2026 until 06/30/2027.
- Professional Development (PD) Services:
 - For purchases made on or before 12/31/25, unless otherwise stated above, PD Services expire 18 months from the order date. Any unused PD Services after 18 months will be forfeited.
 - For purchases on or after 1/1/26, please visit <http://amplify.com/pd-expirationterms> for information about the term for PD Services and when they expire, unless otherwise outlined herein.
- All other services: 18 months from order date. Unless otherwise stated above, all other services purchased must be scheduled and delivered within such term or will be forfeited.

Special Terms:

- FOR SHIPPED MATERIALS:
 - Print materials and kits are non-returnable and non-refundable, except in the case of defective or missing materials reported by Customer within 60 days of receipt.
- FOR SERVICES:
 - Training and professional development sessions cancelled with less than one week notice will be deemed delivered.

Quote Special Terms

California Sales Tax

Please note that for California customers, we have included a Sales Tax Estimate calculated at 10% of the price of all print materials indicated in the price table above, to aid with budgeting. The exact sales tax amount due may vary based on county and/or municipality.

How to Order Our Products

Amplify would like to process your order as quickly as possible. We accept: **Purchase Orders** (fastest), **Credit Cards**, **ACH/Wire**, and **Checks**.

Visit amplify.com/ordering-support for ordering instructions.

Option 1: Purchase Order (For Fastest Processing, we recommend you submit a purchase order via our website: amplify.com/ordering-support)

Submit your signed purchase order using any method below:

- **Online:** service.amplify.com/submit-a-po
- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

- Copy of your Price Quote
- Tax-Exemption Certificate (if applicable)

Option 2: Pay in Advance

- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

Amplify Education, Inc.
P.O. Box 392294

Pittsburgh, PA 15251-9294

Note: To ensure timely and accurate processing, customers making Wire or ACH payments must email remittance details to accountsreceivable@amplify.com. If paying by check, include your quote number on your check. Check payments add up to 2 weeks processing time.

Important: Sales tax is not included in quotes and may apply to your order. Please notify your sales representative of any prepayments and their details.

This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. **Agreement Acceptance.** This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K–12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at <https://amplify.com/amplify-program-usage-guidelines/> and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together,

"Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer software" and "commercial computer software documentation," as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. "IP Rights" means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify's IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify's written authorization.

8. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users' accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form ("Confidential Information"). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer's contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer ("Student Data"). Student Data may include personal information from a student's "educational records," as defined by the Family Educational Rights and Privacy Act of 1974 ("FERPA"). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a "school official" under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children's Online Privacy Protection Act ("COPPA"), the Protection of Pupil Rights Amendment ("PPRA"), and applicable state laws relating to student data privacy. Amplify's Customer [Privacy Policy](https://amplify.com/customer-privacy) at amplify.com/customer-privacy ("Privacy Policy") will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer's student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under

applicable laws to authorize Authorized School Users' use of the Products, including making a copy of the [Privacy Policy](#) available to the parents or guardians of users who are under the age of 13.

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Amplify Education, Inc. - Confidential Information



Price Quote

Amplify

55 Washington Street, Suite 800
Brooklyn, NY 11201
Phone: (800) 823-1969
Fax: (646) 403-4700

Quote #: Q-704508-2
PQ #: PQ 250729-458141
Date: 6/23/2026
Expires On: 8/22/2026
Delivery Service Level: Standard

Customer Contact Information

Alisa Haley
Santa Rosa City School Dist
707-890-3800
ahaley@srcs.k12.ca.us

Amplify Contact Information

Wendy Garcia
Senior Account Executive
(510) 368-7666
wgarcia@amplify.com

French American Charter
1 Year
mCLASS D8 + Lectura

mCLASS D8 + Lectura Licenses

PRODUCT	QUANTITY	PRICE	TOTAL PRICE
mCLASS California Grades K-2 1yr DIBELS 8th Ed Annual Student License - 1yr (2026-2027)	225.00	\$9.00	\$2,025.00
TOTAL			\$2,025.00

SUBTOTAL	\$2,025.00
ESTIMATED SALES TAX (10%)	\$0.00
GRAND TOTAL	\$2,025.00

Scope and Duration

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- **Email:** IncomingPO@amplify.com
- **Fax:** (646) 403-4700

Required with your Purchase Order:

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- **Credit Card:** Visit service.amplify.com/make-a-payment
- **ACH/Wire:** Visit service.amplify.com/make-a-payment for Amplify banking details
- **Check:**

Amplify Education, Inc.
P.O. Box 392294
Pittsburgh, PA 15251-9294

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This Price Quote is subject to the Customer Terms & Conditions of Amplify Education, Inc. attached and available at amplify.com/customer-terms. Issuance of a purchase order or payment pursuant to this Price Quote, or usage of the products specified herein, shall be deemed acceptance of such Terms & Conditions.

Terms & Conditions

1. **Scope.** These Customer Terms and Conditions are a legal agreement between Amplify Education, Inc. ("Amplify") and the local education agency or authority, school district, school network, independent school, or other regional education system ("Customer") for the license and use of one or more of Amplify products or services (the "Products"), as specified in the receipt, price quote, proposal, renewal letter, or other ordering document containing the details of this purchase (the "Quote"). These Customer Terms and Conditions, all addenda, attachments, and the Quote, as applicable (together, the "Agreement"), constitute the entire agreement between the parties relating to the subject matter hereof. The provisions of this Agreement will supersede any conflicting terms and conditions in any Customer purchase order, other correspondence or verbal communication, and will supersede and cancel all prior agreements, written or oral, between the parties relating to the subject matter hereof.

2. **Agreement Acceptance.** This Agreement becomes effective at the earliest of the following: (i) issuing a purchase order, shipment request, or payment against the Quote; (ii) accessing, downloading, or using the Products; or (iii) otherwise accepting this Agreement. This term of the Agreement will be as specified in the Quote and may be renewed or extended by mutual agreement of the parties. Customer represents and warrants that: (1) Customer is of legal age to accept this Agreement; (2) Customer is authorized to accept this Agreement and to access and use the Products; and (3) Customer's use of the Products will comply at all times with Amplify's [Acceptable Use Policy](https://amplify.com/acceptable-use) available at amplify.com/acceptable-use ("AUP"). The Customer may not access, download, or use the Products if the Customer does not agree to this Agreement.

3. **License.** Subject to the terms and conditions of the Agreement, Amplify grants to Customer a non-exclusive, non-transferable, non-sublicensable license to access and use, and permit Authorized School Users, as defined below, to access and use the Products in accordance with the AUP, for the duration specified in the Quote (the "Term"), and for the number of Authorized School Users specified in the Quote for whom Customer has paid the applicable fees to Amplify. "Authorized School User" means the K-12 students registered or authorized for instruction with Customer and the educators, agents and staff members who use the Products as authorized by Customer who Customer permits to access and use the Products subject to the terms and conditions of the Agreement, solely while such individual is so employed or so registered. Each Authorized School User's access and use of the Products will be subject to the AUP in addition to the terms and conditions of the Agreement. Violations of this Agreement or the AUP may result in suspension or termination of the applicable account.

4. **Restrictions.** Customer may access and use the Products solely for non-commercial instructional and administrative purposes. Guidelines for such purposes may be set forth at <https://amplify.com/amplify-program-usage-guidelines/> and additional guidelines may be detailed in materials associated with the Product the Customer is accessing. Further, Customer may not, except as expressly authorized by Amplify: (a) copy, modify, translate, distribute, disclose, or create derivative works based on the contents of, sell, or otherwise exploit, the Products, or any part thereof; (b) decompile, disassemble, reverse engineer the Products, or otherwise use the Products to develop functionally similar products or services; (c) modify, alter, or delete any of the copyright, trademark, or other proprietary notices in or on the Products; (d) rent, lease, or lend the Products or use the Products for the benefit of any third party; (e) avoid, circumvent, or disable any security or digital rights management device, procedure, protocol, or mechanism in the Products; (f) use any content from the Products, including but not limited to text, images, videos, assessments, lesson plans, or code, as input or training material for any machine learning or artificial intelligence system, including large language models, neural networks, or other algorithmic models, for any purposes, commercial or non-commercial; or (g) permit any Authorized School User or third party to do any of the foregoing. Customer also agrees that any works created in violation of this section are derivative works, and, as such, Customer agrees to assign, and hereby assigns, all right, title, and interest in such works to Amplify. The Products and derivatives thereof may be subject to export control laws, restrictions, regulations, and orders of the U.S. and other jurisdictions (together, "Export Laws"). Customer agrees to comply with all applicable Export Laws, and will not, and will not permit Authorized School Users to, export, or transfer for the purpose of re-export, any Product to any prohibited or embargoed country in violation of any U.S. export law or regulation. Further, Customer represents that it is not a party subject to sanctions by the U.S. Office of Foreign Assets Control or included on any restricted party list maintained by the U.S. Bureau of Industry and Security. The software and associated documentation portions of the Products are "commercial items" (as defined at 48 CFR 2.101), comprising "commercial computer

software” and “commercial computer software documentation,” as those terms are used in 48 CFR 12.212. Accordingly, if Customer is the U.S. Government or its contractor, Customer will receive only those rights set forth in this Agreement in accordance with 48 CFR 227.7201-227.7204 (for Department of Defense and their contractors) or 48 CFR 12.212 (for other U.S. Government licensees and their contractors).

5. **Reservation of Rights.** SUBSCRIPTION PRODUCTS ARE LICENSED, NOT SOLD. Subject to the limited rights expressly granted hereunder, all rights, title, and interest in and to all Products, including all related IP Rights, are and will remain the sole and exclusive property of Amplify or its third-party licensors. “IP Rights” means, collectively, rights under patent, trademark, copyright, and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide. Customer must promptly notify Amplify of any violation of Amplify’s IP Rights in the Products, and will reasonably assist Amplify as necessary to remedy any such violation. Amplify Products are protected by patents (see amplify.com/virtual-patent-marking). Amplify reserves the right to update or modify the Products at any time and to discontinue the Products upon reasonable notice.

6. **Payments.** In consideration of the Products, Customer will pay to Amplify (or other party designated on the Quote) the fees specified in the Quote in full within 30 days of the date of invoice, except as otherwise agreed by the parties or for those amounts that are subject to a good faith dispute of which Customer has notified Amplify in writing. Customer will be responsible for all state or local sales, use or gross receipts taxes, and federal excise taxes unless Customer provides a then-current tax exemption certificate in advance of the delivery, license, or performance of any Product, as applicable.

7. **Shipments.** Unless otherwise specified on the Quote, physical Products will be shipped FOB origin in the US (Incoterms 2010 EXW outside of the US) and are deemed accepted by Customer upon receipt. Upon acceptance of such Products, orders are non-refundable, non-returnable, and non-exchangeable, except in the case of defective or missing materials reported to Amplify by Customer within 60 days of receipt. In such case, Customer may not return Products without Amplify’s written authorization.

8. **Account Information.** For subscription Products, the authentication of Authorized School Users is based in part upon information supplied by Customer or Authorized School Users, as applicable. Customer will and will cause its Authorized School Users to (a) provide accurate information to Amplify or a third-party service as applicable, and promptly report any changes to such information, (b) not share login credentials or otherwise allow others to use their account, (c) maintain the confidentiality and security of their account information, and (d) use the Products solely via such authorized accounts. Customer agrees to notify Amplify immediately of any unauthorized use of its or its Authorized School Users’ accounts or related authentication information. Amplify will not be responsible for any losses arising out of the unauthorized use of accounts created by or for Customer and its Authorized School Users.

9. **Confidentiality.** Customer acknowledges that, in connection with this Agreement, Amplify has provided or will provide to Customer and its Authorized School Users certain sensitive or proprietary information, including software, source code, assessment instruments, research, designs, methods, processes, customer lists, training materials, product documentation, know-how, or trade secrets, in whatever form (“Confidential Information”). Customer agrees (a) not to use Confidential Information for any purpose other than use of the Products in accordance with this Agreement and (b) to take all steps reasonably necessary to maintain and protect the Confidential Information of Amplify in strict confidence. Confidential Information shall not include information that, as evidenced by Customer’s contemporaneous written records: (i) is or becomes publicly available through no fault of Customer; (ii) is rightfully known to Customer prior to the time of its disclosure; (iii) has been independently developed by Customer without any use of the Confidential Information; or (iv) is subsequently learned from a third party not under any confidentiality obligation.

10. **Student Data.** The parties acknowledge and agree that in the course of providing the Products to the Customer, Amplify may collect, receive, or generate information that directly relates to an identifiable student of Customer (“Student Data”). Student Data may include personal information from a student’s “educational records,” as defined by the Family Educational Rights and Privacy Act of 1974 (“FERPA”). Student Data is owned and controlled by the Customer and Amplify receives Student Data as a “school official” under Section 99.31 of FERPA for the purpose of providing the Products hereunder. Individually and collectively, Amplify and Customer agree to uphold our obligations, as applicable, under FERPA, the Children’s Online Privacy Protection Act (“COPPA”), the Protection of Pupil Rights Amendment (“PPRA”), and applicable state laws relating to student data privacy. Amplify’s Customer [Privacy Policy](https://amplify.com/customer-privacy) at amplify.com/customer-privacy (“Privacy Policy”) will govern collection, use, and disclosure of Student Data collected or stored on behalf of Customer under this Agreement. In addition, Amplify has entered into the data privacy agreements listed at amplify.com/privacy-security aligned with state and national templates to facilitate compliance with applicable state laws and help expedite Customer’s student data privacy documentation process. Customer is responsible for providing notice and obtaining appropriate consents under applicable laws to authorize Authorized School Users’ use of the Products, including making a copy of the [Privacy Policy](https://amplify.com/privacy-policy) available to the parents or guardians of users who are under the age of 13.

11. **Customer Materials and Requirements.** Customer represents, warrants, and covenants that it has all the necessary rights, including consents and IP Rights, in connection with any data, information, content, and other materials provided to or collected by

Amplify on behalf of Customer or its Authorized School Users using the Products or otherwise in connection with this Agreement ("Customer Materials"), and that Amplify has the right to use such Customer Materials as contemplated hereunder or for any other purposes required by Customer. Customer is solely responsible for the accuracy, integrity, completeness, quality, legality, and safety of such Customer Materials. Customer is responsible for meeting hardware, software, telecommunications, and other requirements listed at amplify.com/customer-requirements.

12. **Warranty Disclaimer.** PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND BY AMPLIFY. AMPLIFY EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY AS TO TITLE, NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR USE. CUSTOMER ASSUMES RESPONSIBILITY FOR SELECTING THE PRODUCTS TO ACHIEVE CUSTOMER'S INTENDED RESULTS AND FOR THE ACCESS AND USE OF THE PRODUCTS, INCLUDING THE RESULTS OBTAINED FROM THE PRODUCTS. WITHOUT LIMITING THE FOREGOING, AMPLIFY MAKES NO WARRANTY THAT THE PRODUCTS WILL BE ERROR-FREE OR FREE FROM INTERRUPTIONS OR OTHER FAILURES OR WILL MEET CUSTOMER'S REQUIREMENTS. AMPLIFY IS NEITHER RESPONSIBLE NOR LIABLE FOR ANY THIRD-PARTY CONTENT OR SOFTWARE INCLUDED IN PRODUCTS, INCLUDING THE ACCURACY, INTEGRITY, COMPLETENESS, QUALITY, LEGALITY, USEFULNESS, OR SAFETY OF, OR IP RIGHTS RELATING TO, SUCH THIRD-PARTY CONTENT AND SOFTWARE. ANY ACCESS TO OR USE OF SUCH THIRD-PARTY CONTENT AND SOFTWARE MAY BE SUBJECT TO THE TERMS AND CONDITIONS AND INFORMATION COLLECTION, USAGE, AND DISCLOSURE PRACTICES OF THIRD PARTIES.

13. **Limitation of Liability.** TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT WILL AMPLIFY BE LIABLE TO CUSTOMER OR TO ANY AUTHORIZED SCHOOL USER FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, RELIANCE, OR COVER DAMAGES, DAMAGES FOR LOST PROFITS, LOST DATA OR LOST BUSINESS, OR ANY OTHER INDIRECT DAMAGES, EVEN IF AMPLIFY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE EXTENT SUCH LIMITATION IS NOT PROHIBITED BY APPLICABLE LAW, AMPLIFY'S ENTIRE LIABILITY TO CUSTOMER OR ANY AUTHORIZED USER ARISING OUT OF PERFORMANCE OR NONPERFORMANCE BY AMPLIFY OR IN ANY WAY RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, REGARDLESS OF WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, MAY NOT EXCEED THE AGGREGATE OF CUSTOMER'S OR ANY AUTHORIZED USER'S DIRECT DAMAGES UP TO THE FEES PAID BY CUSTOMER TO AMPLIFY FOR THE AFFECTED PORTION OF THE PRODUCTS IN THE PRIOR 12-MONTH PERIOD. UNDER NO CIRCUMSTANCES WILL AMPLIFY BE LIABLE FOR ANY CONSEQUENCES OF ANY UNAUTHORIZED USE OF THE PRODUCTS BY AN AUTHORIZED SCHOOL USER THAT VIOLATES THIS AGREEMENT OR ANY APPLICABLE LAW OR REGULATION.

14. **Termination.** Without prejudice to any rights either party may have under this Agreement, in law, equity, or otherwise, a party will have the right to terminate this Agreement if the other party (or in the case of Amplify, an Authorized School User) materially breaches any term, provision, warranty, or representation under this Agreement and fails to correct the breach within 30 days of its receipt of written notice thereof. Upon termination, Customer will: (a) cease using the Products, (b) return, purge, or destroy (as directed by Amplify) all copies of any Products and, if so requested, certify to Amplify in writing that such surrender or destruction has occurred, (c) pay any fees due and owing hereunder, and (d) not be entitled to a refund of any fees previously paid, unless otherwise specified in the Quote. Customer will be responsible for the cost of any continued use of the Products following termination. Upon termination, Amplify will return or destroy any Student Data provided to Amplify hereunder. Notwithstanding the foregoing, nothing will require Amplify to return or destroy any data that does not include Student Data, including de-identified information or data that is derived from access to Student Data but which does not contain Student Data. Sections 3–14 will survive the termination of this Agreement.

15. **Miscellaneous.** This Agreement may not be modified except in writing signed by both parties. All defined terms in this Agreement will apply to their singular and plural forms, as applicable. The word "including" means "including without limitation." For United States-based Customers, this Agreement will be governed by and construed and enforced in accordance with the laws of the U.S., state, commonwealth, or territory in which Customer resides based on the address set forth in the Quote, without regard to that state's, commonwealth's, or territory's choice of law rules. For Customers based outside of the United States, this Agreement will be governed by the laws of the U.S., state of New York, without giving effect to the choice of law rules thereof. This Agreement will be binding upon and inure to the benefit of the parties and their respective successors and assigns. The parties expressly understand and agree that their relationship is that of independent contractors. Nothing in this Agreement will constitute one party as an employee, agent, joint venture partner, or servant of another. Each party is solely responsible for all of its employees and agents and its labor costs and expenses arising in connection herewith. Neither this Agreement nor any of the rights, interests or obligations hereunder may be assigned or delegated by Customer or any Authorized School User without the prior written consent of Amplify. If one or more of the provisions contained in this Agreement will for any reason be held to be unenforceable at law, such provisions will be construed by the appropriate judicial body to limit or reduce such provision or provisions so as to be enforceable to the maximum extent compatible with applicable law. Amplify will have no liability to Customer or to third parties for any failure or delay in performing any obligation under

this Agreement due to circumstances beyond its reasonable control, including acts of God or nature, fire, earthquake, flood, epidemic, pandemic, strikes, labor stoppages or slowdowns, civil disturbances or terrorism, national or regional emergencies, supply shortages or delays, action by any governmental authority, or interruptions in power, communications, satellites, the Internet, or any other network. Each party represents and warrants that it has all necessary right, power, and authority to enter into this Agreement and to comply with the obligations hereunder.

We are delighted to work with you and we thank you for your order!

Amplify Education, Inc. - Confidential Information



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** Amergis Behavior Services

Will this vendor have direct contact with students? YES If yes, we will need Mandated Reporter Certification

SCHOOL SITE/DEPARTMENT USE ONLY**Select one of the following:** Professional Services**

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source (Code): 01 - 6500 - 0 - 5770 - 1180 - 5870 - 198 - 5198 % 50

01 - 6500 - 0 - 5770 - 1180 - 5875 - 198 - 5198 % 10.00

01 - 6500 - 0 - 5770 - 1180 - 5870 - 298 - 5198 % 30.00

01 - 6500 - 0 - 5770 - 1180 - 5875 - 246 - 5198 % 10.00

Funding Category: ☒ Base ☐ Supplemental ☐ Concentration
☒ Restricted: Special Services ☐ Other: _____

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

Contract is: Renewal **Contract Amount:** 2,000,000.00

School Site/Department: Special Services **Number of Individuals Served:** 150

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

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

Departmental Approval:** Monica Fong **Date:** 08/05/2026

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

Contract Created by: Monica Fong **Role:** Department Administrator

Site/Dept: Special Services **Phone #:** 707-890-3800

Proposed Contract Start Date: 08/17/2026 **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: _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract



EDUCATION MASTER SERVICES AGREEMENT

This Education Master Services Agreement (hereinafter "Agreement") is entered into on this ("**Effective Date**") July 17, 2026, by and between **Santa Rosa City Schools** located at 110 Stony Point Rd Suite 210, Santa Rosa, California 95401, referred to in this Agreement as ("Customer"), and **Amergis Healthcare Staffing, Inc.**, a Maryland Corporation including its affiliates and subsidiaries, with an office located at 2100 Powell Street, Suite 620, Emeryville, CA, 94608, United States of America referred to in this Agreement as ("Amergis"). Customer or Amergis may be referred to herein as a "Party" or jointly as the "Parties."

RECITALS

WHEREAS, Customer operates a School located in California and wishes to engage Amergis to provide personnel to supplement Customer's staff;

WHEREAS, Amergis operates a staffing agency that provides supplemental staffing services to its customers; and

THEREFORE, in consideration of the above premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, and intending to be legally bound, Customer and Amergis hereby agree to the following terms and conditions.

ARTICLE I. DEFINITIONS

1.1. Definitions. As used in this Agreement, the following terms shall have the meanings specified below unless the context otherwise requires. Capitalized terms, acronyms and phrases used in the staffing industry (i.e. HR) and business process outsourcing services, industries or other pertinent business context that are not defined will be interpreted in accordance with their then-generally understood meaning:

"Assignment Confirmation" is a document specifying additional details and Bill Rate for any individual Personnel matched for the Customer.

"Bill Rate" means the rates billed to Customer for Work pursuant to this Agreement, any Statement of Work, subsequent Amendment or any Assignment Confirmation.

"On Call/Call Back Rates" means those rates, as applicable and as more specifically set forth on the Assignment Confirmation, for hours where Personnel may be called back for previously unscheduled hours to the Work Site to perform assigned duties.

"Out of School and Off-Site Work" is defined as Work conducted by Personnel outside of normal school hours, whether that be after the school day or during any breaks in the school year, or off-site. These types of requests generally include but are not limited to school day length field trips, extended field trips surpassing the length of the school day, overnight field trips, weekend field trips, summer and weekend camps, one-day field trips.



“Personnel” means clinical and other school-based professionals, behavioral, educational assistance, and instructional employees of Amergis, providing Services to Customer under Customer’s direction and control pursuant to the terms of this Agreement.

“Plan” means any student-specific written plan developed to support the student’s educational, behavioral, or medical needs, including: (a) a Behavior Intervention Plan (BIP), which is a written improvement plan created for a student based on the results of a Functional Behavior Assessment; (b) an Individualized Education Program (IEP), which is a plan developed under the Individuals with Disabilities Education Act (IDEA) to provide eligible students with special education and related services designed to enable the student to make progress appropriate in light of the student’s unique circumstances; and (c) an Individual Health Plan (IHP), which addresses a student’s medical needs and may include physician orders, and whose medical services may be incorporated into a student’s IEP or Section 504 Plan when such services are necessary for the student to benefit from education.

“Services” means the temporary staffing services provided to Customer by Amergis as detailed in Article III.

“Supplies” means any and all necessary supplies to be used in administering and/or providing Work to student(s), including, but not limited to personal protective equipment (“PPE”).

“Week” or **“Invoicing Week”** as used herein means a seven-day period beginning Sunday and ending Saturday. Amergis timekeeping considers all shifts as occurring completely on the day in which the shift begins.

“Work” means the services, duties, and tasks performed by Personnel for Customer at a Customer Work Site, carried out at Customer’s direction and under Customer’s management, control, and supervision.

“Work Site” means any location Customer assigns Personnel to render Work.

ARTICLE II. TERM

2.1 Term. This Agreement will commence on the Effective Date and will continue for a school calendar year.

2.2 Renewal. This Agreement shall automatically renew at the end of the term for successive one (1) year terms unless either Party provides written notice at least thirty (30) days prior to the end of the term or renewal term, as applicable, of such Party’s decision not to automatically renew this Agreement.

ARTICLE III. NATURE AND SCOPE OF SERVICES

3.1 Staffing Services. Amergis will use its best efforts to recruit, screen, onboard, and assign Personnel to Customer as described herein and any applicable Statement of Work to perform Work under Customer’s management and supervision at a school Work Site or another Customer-controlled environment. Customer will direct, oversee, and supervise the Work performed by such Personnel. Customer is responsible for ensuring that the Work it directs Personnel to perform is appropriate under applicable scope-of-practice laws and professional standards.



3.2 Onboarding Requirements. Amergis will onboard Personnel consistent with the criteria detailed in Attachment “B”.

3.3 Amergis as Employer. Amergis acknowledges and agrees that its Personnel are Amergis employees and shall be treated as such and not as employees of Customer. Amergis agrees that it (i) is responsible for providing any wages or other benefits to its Personnel; (ii) will make all appropriate tax, social security, Medicare, and other withholding deductions and payments with respect to its Personnel; (iii) will provide workers’ compensation insurance coverage for its Personnel; (iv) will make all appropriate unemployment tax payments with respect to its Personnel; and (v) will take any additional actions legally required to establish that the Work provided under this Agreement are employees of Amergis.

3.4 Availability of Personnel. The Parties agree that Amergis’ duty to supply Personnel is subject to the availability of qualified Personnel. The failure of Amergis to provide Personnel shall not constitute a breach of this Agreement if the requested Personnel are not available. To the extent that Amergis is unable to provide the modality of Personnel requested by Customer, Amergis will provide Customer with a higher skilled Personnel. Amergis will bill Customer at that Personnel’s fair market value rate for the modality provided.

ARTICLE IV. WORK, WORK SITE REQUIREMENTS AND OBLIGATIONS

4.1 Plan Implementation. Customer is responsible for directing and supervising the Work provided by Personnel to students, including any students with medical disabilities. Customer will make available to Personnel, and upon request to Amergis, the applicable Plan(s). Customer shall provide student specific orientation for the requirements of the Plan(s). If the student requires school transportation, Customer shall assess whether the student’s disability would allow for safe transport by Customer, and will make all determinations on Placement of Personnel to implement safe transport of both student(s) and Personnel. Customer shall provide all assessments and protocols to Amergis prior to Personnel accompanying a student for transport. Amergis reserves the right to deny a transportation request, in the event there is a concern for safety or other circumstances. In the event, Customer determines transport is safe, Customer shall orient Amergis Personnel on the transportation and emergency protocol(s).

4.2 Orientation and Evaluation. Customer will provide Personnel with orientation of Customer’s policies, procedures and School Work Site specific training. Customer will provide School Work Site specific emergency protocol training for all student’s with a medically related disability. Customer will perform evaluations of Personnel annually and provide documentation of the evaluation to Amergis. If Customer identifies area for improvement for any Personnel, Customer will collaborate with Amergis to provide additional resources for training and orientation.

4.3 Supplies. Customer will provide all necessary Supplies to Personnel in performance of this Agreement. Customer shall be responsible for disposing of all medical waste and biohazard produced by the Work and will comply with all applicable local, state, and federal rules, regulations, and laws governing such disposal.

4.4 Float Policy. Subject to prior written notification, Customer may Float Personnel, if Personnel satisfies the Customer’s requisite specialty qualifications. If Customer Floats Personnel, the Personnel must perform the duties



of the revised assignment as if the revised assignment were the original assignment. Customer will provide the Personnel with additional orientation regarding the Float assignment as necessary. If Personnel Floats to a staff classification that has a lower Base Rate, then the Base Rate that was applicable to the original Personnel assignment remains the applicable Base Rate despite the Float. If Personnel Floats to a staff classification that has a higher Base Rate, then the Base Rate that is applicable to the newly assigned staff classification is the applicable Base Rate for as long as the Personnel continues to work in that staff classification.

4.5 Right to Dismiss. If at any time Customer, in its reasonable judgment, determines that the Work provided by any Personnel hereunder is inadequate, unsatisfactory or has failed to comply with Customer's rules, regulations, or policies, Customer shall immediately advise Amergis. Amergis will remove Personnel from Customer's School Work Site as requested. Customer will cooperate with Amergis and provide reasonable detail(s) for the dismissal. Customer will provide Amergis with any reports it provides to any governing oversight agency(ies) as a result of Amergis Personnel's conduct, including all drug screens conducted, results of peer review and/or documentation of Customer's investigation(s).

4.6 Work Environment and OSHA. Customer will provide a clean and properly maintained workspace(s) for Amergis to conduct the Services that will enable Amergis to safely provide Work to student(s). Customer will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow Personnel reasonable access to telephones for business use. Amergis will not be responsible for the proper maintenance of any property supplied by Customer. Customer will orient Personnel to the specific exposure control plan(s), emergency action plan(s), and/or protocol(s) of the Customer as it pertains to all federal OSHA requirements and equivalent state agency requirements, directives, or standards, with respect to blood borne pathogens, other emergent matters, and any of the Customer's specific policies and procedures for safety, hazardous communications and/or operations instructions. Customer will be responsible for all OSHA recordkeeping, logging, and reporting responsibilities required by law pertinent to Work provided under this Agreement.

4.7 Out of School and Off-Site Work. Customer must submit any request for Personnel to perform Out of School and Off-Site Work in advance and in writing, and such Work may not be performed unless and until Amergis provides written approval. For any approved Out of School or Off-Site Work, Customer is solely responsible for overseeing and directing Personnel placement, providing all necessary supplies and resources at its own expense, and maintaining a safe working environment. Customer accepts responsibility for any incidents arising out of the Out of School or Off-Site Work.

4.8 Notification of Incidents and Claims. Customer agrees to notify Amergis of any incident involving Amergis Personnel within forty-eight (48) hours of its occurrence. Customer agrees to provide Amergis documentation of any investigation conducted. Amergis and Customer agree to notify each other in writing of any asserted claim relating to this Agreement within ten (10) days of either discovery of the occurrence upon which the claim may be based or learning of the claim. Indemnity to Customer shall not cover any claims or liabilities in which there is a failure to give the indemnifying party prompt notice of any incident within forty-eight (48) hours of its occurrence.

ARTICLE V. HIRING OF PERSONNEL



5.1 Conversion. The Parties acknowledge and agree that: (i) the primary purpose of this Agreement is for Amalgis to provide supplemental staffing Services, not direct hire services, to Customer; and (ii) Amalgis invests significant resources in recruiting candidates and onboarding, training, and employing Personnel. Accordingly, if Customer, or any of its affiliates, subsidiaries, or agents, elects to directly hire any candidate or Personnel introduced by Amalgis, Customer agrees to pay Amalgis a fee in accordance with the table below (“Conversion Fee”), unless such hire occurs at least twelve (12) months after the later of: (i) the last interview of a candidate by Customer under this Agreement, or (ii) the last shift worked by the Personnel under this Agreement.

The Parties further acknowledge and agree that the Conversion Fees are intended to reasonably approximate Amalgis’ costs associated with recruiting candidates and onboarding and placing Personnel, and are not intended to be a penalty or to restrict employment opportunities. Rather, they serve as a fair reimbursement for the business-related expenses incurred by Amalgis in connection with the engagement of candidates and Personnel.

Tier 1	School Aide/Behavior Aide and similar roles
Tier 2	Special Education Teacher, General Education Teacher, RN, LPN, CNA, Social Worker, SLP, PT, OT, COTA, PTA, Teacher for Deaf and Hard of Hearing, Orientation and Mobility Specialist, School Psychologist, Teacher for Visually Impaired, Sign Language Interpreter and similar roles

Tier 1:

Aggregate Hours Worked By Amalgis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 180 hours	25% of annualized starting salary
Between completion of 181 and 360 hours	20% of annualized starting salary
After completion of 361 and 540 hours	15% of annualized starting salary
After completion of 541 and 720 hours	10% of annualized starting salary
After completion of 721 hours	0% of annualized starting salary

Tier 2:

Aggregate Hours Worked By Amalgis Personnel for Customer in a Twelve (12) Month Period	Conversion Fee
Prior to completing 280 hours	25% of annualized starting salary
Between completion of 281 and 560 hours	20% of annualized starting salary
After completion of 561 and 840 hours	15% of annualized starting salary
After completion of 841 and 1,350 hours	10% of annualized starting salary
After completion of 1,351 hours	0% of annualized starting salary



5.2 Breach of Conversion of Personnel. In the event that Customer hires or contracts with any candidate or Personnel but does not notify Amergis, the Placement Fee that applies is the lesser of 150% of the amount set forth above or the maximum amount allowed by applicable law.

5.3 Compliance with Staffing Laws. Amergis and Customer acknowledge that certain states have enacted, and in the future may enact, laws, rules and regulations governing Amergis, Customer and/or the Services contemplated by this Agreement (collectively, "State Staffing Laws"). Accordingly, the terms of the Agreement are hereby amended to the extent necessary to comply with applicable State Staffing Laws and any terms contrary to such State Staffing Laws are deemed void and unenforceable. If Customer has Worksites located in multiple states, the laws of the state in which that Worksite resides shall determine whether any State Staffing Law applies to such Worksite.

ARTICLE VI. INVOICING, PAYMENT, AND TAXES

6.1 Invoicing. Amergis will supply Personnel under this Agreement at the rate(s) listed in the Statement of Work or Assignment Confirmations for this Agreement. Amergis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. Customer Invoices shall be submitted to the following electronic mail address or by the applicable agreed upon Timecard Application.

Invoicing E-mail:
Invoicing Contact:
Invoicing Address:

6.2 Payment. All amounts are due and payable within thirty (30) days from the date of invoice. Amergis' preferred payment is via electronic payment (EFT). If Customer is unable to pay electronically, Customer will send all payments to the address set forth on the invoice. Amergis reserves the right to accept or deny payment via credit card on a case-by case basis. Customer will be responsible for an additional surcharge of the lesser of 4% or the maximum amount allowed under applicable law for administrative/processing fee on all accepted payments made via credit card. If any portion of an amount billed by Amergis under this Agreement is subject to a good faith dispute between the Parties, Customer shall give written notice to Amergis of the amounts it disputes ("Disputed Amounts") upon the discovery of the billing dispute and include in such written notice the specific details and reasons for disputing each item. Written notice of a dispute must be provided within fourteen (14) days from date of invoice or the invoice amount is presumed to be valid. Customer shall pay by the due date all undisputed amounts, including, in the event of a billing rate dispute, the amount of the Services at the lower billing rate. Billing disputes shall be subject to the terms of Article XIII, Dispute Resolution.

6.3 Late Payment. Payments not received within thirty (30) days from the applicable invoice date will accumulate interest, until paid, at the rate of one and one-half percent (1.5%) per month on the unpaid balance, equating to an annual percentage rate of eighteen percent (18%), or the maximum rate permitted by applicable law, whichever is less.

6.4 Annual Rate Increases. Customer agrees to and accepts annual rate increases at the percentage listed on "Attachment A" of this Agreement.



6.5 Customer Bankruptcy or Insolvency. Customer agrees that in the event Customer files bankruptcy, (i) to the extent Amergis pays the salary and other direct labor costs of Personnel it provides to Customer and such amounts incurred within one-hundred eighty (180) days prior to bankruptcy are not paid by Customer to Amergis prior to bankruptcy, and/or (ii) Customer is the assignee of claims held by such Personnel against Customer for such amounts incurred within one-hundred eighty (180) days prior to bankruptcy, then Amergis has a claim against Customer in bankruptcy for the amount of such salary and other direct labor costs, which is entitled to a priority under 11 U.S.C. §507(a)(4). All pre-bankruptcy conduct, including amounts due and actions related to payment that could be brought by Customer are released.

6.6 Assurances. In the event Amergis in good faith becomes concerned about impending bankruptcy or other insolvency by Customer, the Parties agree that Amergis may request in writing from Customer a prepayment deposit in the amount equal to the average of two weeks of Services, which Amergis may apply to outstanding invoices in the event that Customer fails to timely pay such invoices. Customer agrees to provide the requested prepayment deposit within five (5) days. In the event that Amergis applies the prepayment deposit in accordance with this section at such time that concern about Customer's impending insolvency remains, Customer agrees to replenish the prepayment deposit within five (5) days of receipt of written notice of its application.

6.7 Transaction Taxes. Customer shall be responsible for any sales tax, gross receipts tax, excise tax or other state taxes applicable to the Services provided by Amergis. If Customer provides Amergis with a valid tax exemption certificate in accordance with local laws covering the Services provided by Amergis, Amergis will not collect Transaction Taxes.

6.8 Reimbursement for Travel Expenses. The Bill Rates herein are inclusive of per day or per diem allowances for lodging, meals, and/or incidental expenses incurred when traveling to be paid by Amergis to Personnel whose primary residence is greater than fifty (50) miles from the Customer Worksite where such Personnel perform Work ("Travel Personnel"). Amergis will provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.

ARTICLE VII. RELATIONSHIP OF THE PARTIES

7.1 Independent Legal Entities. Amergis and Customer are independent legal entities. Nothing in this Agreement shall be construed to create the relationship of employer and employee, or principal and agent, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the terms of this Agreement. Neither Amergis nor Customer nor any of their respective agents or employees shall control or have any right to control the activities of the other Party in carrying out the terms of this Agreement.

7.2 Conflict of Interest. By entering into this Agreement, the Parties agree that all conflicts of interest shall and have been disclosed to the other Party for review in accordance with that Party's policies and procedures. A conflict of interest occurs when a Customer, employee or Personnel has professional or personal interests that



compete with his/her/their ability to provide Services to or on behalf of Amergis or Customer. Such competing interests may make it difficult for the Customer employee or Personnel to fulfill his/her/their duties impartially.

ARTICLE VIII. PER DIEM SERVICES

8.1 Per Diem Personnel. If Customer requires short-term, shift-based, or as-needed assignments ("Per Diem Personnel"), Customer will use its best efforts to request Per Diem Personnel at least twenty-four (24) hours prior to reporting time in order to assure prompt arrival of assigned Per Diem Personnel. All information regarding reporting time and assignment will be provided by Customer to Amergis in writing.

(a) Per Diem Personnel Short-notice Requests. Amergis will bill Customer for the entire shift if an order for Per Diem Personnel is made less than two (2) hours prior to the start of the shift, as long as the Per Diem Personnel report for work within a reasonably prompt period of time under existing conditions after receiving notice of the assignment.

(b) Per Diem Personnel Order Cancellation. If Customer changes or cancels an order for Per Diem Personnel less than two (2) hours prior to the start of a shift, Amergis will bill Customer for two (2) hours at the established fee for each scheduled Per Diem Personnel. Amergis will be responsible for contacting Per Diem Personnel prior to reporting time.

ARTICLE IX. ADDITIONAL OFFERINGS

9.1 MaxView. The Parties acknowledge and agree that notwithstanding any Customer manuals, instructions, or other Customer policies, Amergis reserves the right to utilize MaxView, a proprietary web-based timekeeping system, for the provision of Services and is not required and/or mandated to use paper-based timekeeping records, unless otherwise required by applicable law. Personnel will submit hours worked to Customer via MaxView. Customer will be notified via electronic mail regarding the hours submitted and agrees to review and approve the submitted hours on a weekly basis, each Monday by noon local time. Customer approved hours will be utilized for the weekly payroll and billing. Any non-approved hours will be discussed between Customer and Amergis; notwithstanding this, Customer and Amergis agree to cooperate in good faith to ensure that all Personnel time is properly captured to ensure compliance with applicable local, state, and federal wage and hour laws.

9.2 Sunburst. The Parties may agree to utilize Amergis' in-house workforce solution, Sunburst Workforce Advisors, LLC ("Sunburst"), by mutual written agreement ("MSP Opt-In"), after which Attachment "C" shall take effect and govern the scope of work for the managed service provider offering ("MSP"). For the purpose of this section, email correspondence between the Parties indicating mutual intent to utilize Sunburst shall be sufficient to effectuate the MSP Opt-In. In absence of such MSP Opt-In, Attachment "C" shall not take effect.

9.3 Amergis Teletherapy Services. If Customer requests that Personnel perform remote Work through a teletherapy platform, Customer may request in writing (email suffices) that such Personnel utilize the Amergis Teletherapy Platform for the delivery of the remote Work. Upon such election, the Amergis Teletherapy Platform Addendum, attached hereto as Attachment "D", shall automatically apply. If Customer elects not to utilize the Amergis Teletherapy Platform, Attachment "D" shall not apply and shall have no force or effect. If Customer



directs Personnel to perform remote Work, but does not elect to utilize the Amergis Teletherapy Platform, Customer shall be solely responsible for providing and supporting any teletherapy equipment, systems, and platform access for remote Personnel, as well as ensuring the secure transfer, maintenance, and handling of any student or service records necessary for remote service delivery.

ARTICLE X. INSURANCE

10.1 Amergis Insurance. Amergis will maintain (at its sole expense), or require the Contractors it utilizes under this Agreement to maintain, valid policies of insurance evidencing general and professional liability coverage of not less than \$1,000,000 per occurrence and \$3,000,000 in the aggregate, covering Services. Amergis will provide a certificate of insurance evidencing such coverage upon written request by Customer.

**Amendment to be added to contract prior to execution, confirming Amergis' Sexual Abuse & Molestation Insurance Coverage in the amount required by the District.

10.2 Customer Insurance. Customer will maintain at its sole expense valid policies of general and professional liability insurance with minimum limits of \$1,000,000 per occurrence and \$3,000,000 annual aggregate. Customer will give Amergis prompt written notice of any material change in Customer coverage. Customer shall name Amergis as an additional insured on its general liability policy.

ARTICLE XI. INDEMNIFICATION

11.1 Indemnification by Amergis. Amergis agrees, at its own expense, to indemnify, defend, and hold harmless Customer 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 Amergis' employees' negligent acts or omissions in the performance of Services under this Agreement; or
- (b) any breach by Amergis of Section 3.2.

11.2 Indemnification by Customer. Customer agrees, at its own expense, to indemnify, defend, and hold harmless Amergis 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 Customer's employees' negligent acts or omissions;
- (b) any breach of this Agreement by Customer; or
- (c) 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 Customer.



11.3 Indemnification Procedures. The Party seeking indemnification under this Article XI (the “**Indemnified Party**”) shall notify the other Party (the “**Indemnifying Party**”) promptly after the Indemnified Party receives notice of a claim for which indemnification is sought under this Agreement; provided, however, that no failure to so notify the Indemnifying Party shall relieve the Indemnifying Party of its obligations under this Agreement except to the extent that it can demonstrate damages directly attributable to such failure. To the extent permitted by law, the Indemnifying Party shall have authority to defend or settle the claim; provided, however, that the Indemnified Party, at its sole discretion and expense, shall have the right to participate in the defense and/or settlement of the claim, and provided further, that the Indemnifying Party shall not settle any such claim imposing any liability or other obligation on the Indemnified Party without the Indemnified Party’s prior written consent.

ARTICLE XII. LIMITATION OF LIABILITY

12.1 Limitation on Liability. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, RELIANCE OR SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING DAMAGES FOR LOST PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, OR LOSS OF DATA IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, WARRANTY, STRICT LIABILITY OR TORT AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

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

ARTICLE XIII. DISPUTE RESOLUTION

13.1 Dispute Resolution. Except as otherwise provided in this Agreement, any dispute between the Parties regarding the interpretation or enforcement of this Agreement or any of its terms shall be addressed by good faith negotiation between the Parties.

13.2 Dispute Resolution Process. To initiate such negotiation, a Party must provide to the other Party written notice of the dispute that includes both a detailed description of the dispute or alleged nonperformance and the name of an individual who will serve as the initiating Party’s representative in the negotiation. The other Party shall have ten (10) business days to designate its own representative in the negotiation. The Parties’ representatives shall meet at least once within forty-five (45) days after the date of the initiating Party’s written notice in an attempt to reach a good faith resolution of the dispute. Upon agreement, the Parties’ representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations.

13.3 Inability to Resolve. If the Parties have been unable to resolve the dispute within forty-five (45) days of the date of the initiating Party’s written notice, either Party may pursue any remedies available to it under this Agreement,



at law, in equity, or otherwise, including, but not limited to, instituting an appropriate proceeding before a court of competent jurisdiction.

ARTICLE XIV. CONFIDENTIALITY AND USAGE OF DATA

14.1 Confidentiality.

- (a) **Amergis/Customer Information.** The Parties recognize and acknowledge that, by virtue of entering into this Agreement and providing Services hereunder, the Parties will have access to certain information, which may be considered confidential or trade secret information (collectively "Information") such that a Party may derive independent economic value, actual or potential, from the Information not being generally known to the public or to other persons or entities, which are not a party to this Agreement. This Information may include, without limitation, information with respect to the Party's customers, vendors, cost structure, and/or business strategy, or business methods at any time used, developed, or disclosed by the Party. Each of the Parties agree that neither it, nor its staff shall, at any time either during or subsequent to the termination of this Agreement, disclose the Information to others, use, copy, or permit the Information to be copied, except pursuant to duties for or on behalf of the other Party as defined within this Agreement. A Party may disclose the Information pursuant to a governmental, judicial, or administrative order, subpoena, discovery request, regulatory request or similar request, provided that the other Party promptly notifies the non-disclosing Party, in writing of such request or demand for disclosure, and no later than within forty-eight (48) hours of receipt of such request, so that the non-disclosing Party, at its sole expense, may seek to make such disclosure subject to a protective order or other appropriate remedy to preserve the confidentiality of the Information.
- (b) **Disclosure of Amergis/Customer Partnership.** From time to time, Amergis lists or mentions its customers in its marketing, communication, and business initiatives barring any restrictions and obligations as set forth in Section 14.1(C) and/or Section 14.2 of this Agreement. Customer agrees that Amergis may disclose the partnership between Amergis and Customer, and use Customer's name for such marketing, communication, and business purposes and initiatives. The Parties will make all commercially reasonable efforts to facilitate and coordinate press announcements, press releases, and other joint-marketing efforts related to this Agreement and the Amergis /Customer partnership. If either Party reasonably objects to use or disclosure of said partnership in such initiative(s), the other Party may ask the Party that developed the marketing or promotional content to edit or adjust such materials, and such Party will not unreasonably disagree.
- (c) **Student Information.** In the event that Amergis receives student information, which may include student financial or medical information (collectively "Student Information"), Amergis shall not disclose any Student Information for which Services are provided under this Agreement to any third-party, except where permitted or required by law or where such disclosure is expressly approved by Customer, Amergis, and if required, student in writing. Further, each Party and its employees shall comply with the other Party's policies and obligations. Amergis may maintain and use Student Education Records to perform the Services under this Agreement and may disclose de-identified data to third parties in performance of Services under this Agreement. If Amergis is provided access to students' records, Amergis shall limit its Personnel's access to the records to those persons for whom access is essential to the performance of the Services under this Agreement. Amergis shall, at all times and in all respects, comply with the terms of the Family Rights and



Privacy Act of 1974, as amended. Amergis reserves the right to retain any Student Education Records for the length of time necessary to meet Amergis' contractual and legal commitments.

14.2 Data Security. Customer will be responsible for establishing and overseeing all access, maintenance, and transmission of Customer and Student data and information, including privacy and security measures required under Law, which may further be needed to maintain and protect the security of all Customer computer systems, networks, and/or data related to the Services under this Agreement. Customer will be responsible for providing all education and training to Personnel as it relates to Customer's privacy and security measures and processes, including, without limitation the Customer's processes and expectations for collecting, storing, securing, and transferring Customer or Student data and information accessed, collected, and maintained under this Agreement.

Customer acknowledges and understands and agrees that no Personally identifiable information ("PII") or Protected Health Information ("PHI") PHI will be relayed, transmitted, or otherwise provided to or stored by Amergis or Amergis Personnel, unless necessary to be provided in performance of Services under this Agreement. Customer further acknowledges that it will provide Amergis with deidentified data, whenever possible, including removal of direct identifiers. Customer shall indemnify and hold harmless Amergis, its directors, officers, shareholders, employees, and agents from and against any and all claims, losses, liabilities, costs and other expenses resulting from, or relating to, the negligent handling of PII or PHI, including the unauthorized use, access, or disclosure by Customer, its employees, agents, and subcontractors.

14.3 Aggregate Statistical Usage. Customer acknowledges and agrees that Amergis will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism, such data does not contain student data or identifying student information. Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Amergis shall have a perpetual right to collect, use, and disclose the data collected relating to the Services and derived from Customer's use of Amergis, Amergis Personnel, and Contractors affiliated with Amergis under this Agreement for the analysis, benchmarking, analytics, marketing, or other business purposes as long as all data collected is done in an anonymized aggregated manner, with Customer's data aggregated with data of other Amergis customers, so as to be non-specific to any individual Customer.

14.4 Survival. All obligations set forth in this Article XIV shall survive the termination of this Agreement.

ARTICLE XV. TERMINATION

15.1. Termination for Convenience. Either Party may terminate this Agreement for any reason by providing at least thirty (30) days advance written notice of the termination date to the other Party.

15.2. Termination for Cause. If payment default occurs, Amergis may terminate this Agreement upon seven (7) days advance written notice of the termination date to Customer.

15.3 Post Termination Obligations. Termination will have no effect upon the rights and obligations resulting from any transactions occurring prior to the effective date of the termination.



ARTICLE XVI. GENERAL TERMS

16.1 Amergis Subcontracting. Amergis may subcontract this Agreement upon written notice to Customer.

16.2 Non-discrimination. Neither Amergis nor Customer will discriminate on the basis of race, color, religion, creed, national origin or ancestry, ethnicity, sex (including gender, pregnancy, sexual orientation, and gender identity), age, physical or mental disability, citizenship, past, current, or prospective service in the uniformed Services, genetic information, or any other characteristic protected under applicable federal, state, or local law.

16.3 Compliance with Laws. Amergis agrees that all Services provided pursuant to this Agreement shall be performed in compliance with all applicable federal, state, and/or local rules and regulations. In the event that applicable federal, state, or local laws and regulations or applicable accrediting body standards are modified, Amergis reserves the right to notify Customer in writing of any modifications to the Agreement in order to remain in compliance with such law, rule, or regulation.

16.4 Governing Law, Jurisdiction. This Agreement will be governed by and construed in accordance with the laws of the State of Maryland, without regard to its principles of conflict of laws. Any dispute or claim from this Agreement shall be resolved exclusively in the federal and state courts of the State of Maryland and the parties hereby irrevocably submit to the personal jurisdiction of said courts and waive all defenses thereto.

16.5 Assignment of Agreement. Customer may not assign this Agreement without the prior written consent of Amergis, and such consent will not be unreasonably withheld. Amergis may assign this Agreement without consent and/or notice for assignment to either: (i) an entity owned by or under common control with assignor, (ii) in connection with any acquisition of all of the assets or capital stock of Amergis, and/or (iii) a name change by Amergis.

16.6 Attorneys' Fees. In the event either Party is required to obtain legal assistance (including in-house counsel) to enforce its rights under this Agreement, or to collect any monies due to such Party for Services provided, the prevailing Party shall be entitled to receive from the other Party, in addition to all other sums due, reasonable attorney's fees, court costs, and expenses, if any, incurred enforcing its rights and/or collecting its monies, including any fees and costs incurred on an appeal.

16.7 Notices. Any notice or demand required under this Agreement will be in writing; will be personally served or sent by certified mail, return receipt requested, postage prepaid, or by a recognized overnight carrier which provides proof of receipt; and will be sent to the addresses below. Either Party may change the address to which notices are sent by sending written notice of such change of address to the other Party.



Santa Rosa City Schools
110 Stony Point Rd, Suite 210,
Santa Rosa California 95401

ATTN: Monica Fong

Amergis Healthcare Staffing, Inc.
7223 Lee DeForest Drive
Columbia, MD 21046
ATTN: Contracts Department
Email copy to: contracts@amergis.com

COPY TO:
Amergis Healthcare Staffing, Inc.
2100 Powell Street, Suite 620, Emeryville, CA,
94608, United States of America
ATTN: Nicholas Taylor

16.8 Headings. The headings of sections and subsections of this Agreement are solely for reference only and will neither affect nor control the meaning or interpretation of this Agreement.

16.9 Merger. This Agreement constitutes the entire contract between Customer and Amergis regarding the Services to be provided hereunder. Any agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. All terms of a later signed Agreement will supersede a prior signed Agreement. This Agreement may be executed in any number of counterparts, each of which will be deemed to be the original, but all of which shall constitute one and the same document.

16.10 Amendment. No changes and/or amendments to this Agreement will be effective unless made in writing and signed by duly authorized representatives of both Parties except as provided in Section 3.1, Section 16.3, and Attachment(s).

16.11 Severability. In the event that one or more provision(s) of this Agreement is deemed invalid, unlawful, and/or unenforceable, then only that provision will be omitted, and will not affect the validity or enforceability of any other provision; the remaining provisions will be deemed to continue in full force and effect.



Customer and Amergis have acknowledged their understanding of and agreement to the mutual promises written above by executing and delivering this Agreement as of the Effective Date set forth above.

SANTA ROSA CITY SCHOOLS

AMERGIS HEALTHCARE STAFFING, INC.:

Signed by:

Jimmy Ortiz

632813F6D6DA48C...

Signature of Authorized Representative

Signature of Authorized Representative

Jimmy Ortiz

Printed Name

Printed Name

Assistant Controller

Title

Title

17-Jul-26

Date

Date



ATTACHMENT "A"
STATEMENT OF WORK

- 1. Scope of Services.** Amergis is responsible for recruiting, screening, and hiring its Personnel as set forth herein to provide Services to Customer, with such Work provided by Personnel under Customer's management and supervision at a Work Site or in an environment controlled by Customer. Upon Customer's request for supplemental Personnel, Amergis will use commercially reasonable efforts to provide Personnel to Customer. Customer shall communicate duties, shifts, unit assignments and other working details to Personnel during their Assignment.
- 2. Personnel Requirements and Screening.** Amergis will supply Customer with Personnel who meet the criteria set forth in the Assignment Onboarding Attachment "B". Amergis will provide Personnel who have the necessary and appropriate skills, education, knowledge and experience for the positions to be filled, subject to the approval of the Customer.
- 3. Interview.** Customer may request to conduct a telephone interview with any Personnel candidate prior to the Services commencing.
- 4. Bill Rates.** Bill Rates are agreed to between the Customer and Amergis for the following positions. If Customer and Amergis execute a subsequent Assignment Confirmation(s) per individual Personnel the Bill Rates in the Assignment Confirmation will apply to the named Personnel therein and for the timeframe indicated.

Positions	Rate \$ (per hour)
Behavior Technician	\$47/hr
School Aide	\$43/hr
Registered Behavior Technician not including Supervision	\$55/hr
Board Certified Behavior Analyst	\$110/hr
Licensed Vocational Nurse	\$62/hr
Registered Nurse	\$75.75/hr
Speech Language Pathologist (In-Person)	\$120 - \$140/hr
Speech Language Pathologist (Remote)	\$110/hr - \$115/hr
Speech Language Pathologist Assistant	\$65/hr
Interpreter Services (ASL)	\$85/hr
Occupational Therapist	\$105/hr - \$115/hr
Certified Occupational Therapist Assistant	\$75/hr
School Psychologist (In-Person)	\$125/hr - \$140/hr
School Psychologist (Remote)	\$115/hr - \$120/hr
Counseling and Guidance	\$100/hr
Adaptive Physical Education Teacher	\$97/hr
Physical Therapist	\$110/hr - \$125/hr
Physical Therapist Assistant	\$75/hr



Orientation & Mobility	\$100/hr
Social Worker	\$90/hr - \$100/hr
Special Education Teacher (Mild/Mod)	\$85/hr
Special Education Teacher (Mod/Sev, ESN)	\$95/hr
Certified Wellness Coach I	\$55/hr
Certified Wellness Coach II	\$62/hr

5. **Out of School Time and Off-Site School Time.** Rates charged for Work rendered outside of school time or off-site during school time will be in accordance with the local and/or state regulatory wage laws. Overtime Rates are also charged for all hours worked in excess according to applicable state law.
6. **Annual Rate Increase.** Effective on the Agreement renewal date and every year thereafter, Bill Rates for all modalities listed above will be increased by three percent (3%) of Bill Rate(s).
7. **Weekend Rates.** Customer and Amalgis may agree in individual Assignment Confirmations to Weekend Rates that differ from the Bill Rate. As applicable, Weekend Rates will apply to shifts beginning at 11:00 p.m. on Friday and will apply through shifts ending at 7:00 a.m. on Monday.
8. **Orientation.** Bill Rate(s) will be billed for all time spent in required Customer orientation.
9. **Overtime.** Overtime Rates are charged for all hours worked in excess of forty (40) per week or according to applicable state law. The overtime rate is a one and one-half times (1.5x) multiplier of the Bill Rate for such hours, unless applicable state law requires a different multiplier.
10. **Holidays.** Holiday Rates will apply to all hours worked in the time period beginning at 11:00 p.m. the night before the holiday through 11:00 p.m. the night of the holiday. The Holiday Rate is a one and one-half times (1.5x) multiplier of the Bill Rate for the following holidays:

New Year's Day	Labor Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

11. **Work Site.** This Statement of Work and underlying Agreement shall apply to the following Work Site(s) or Customer locations:
12. **Invoicing.** Amalgis will supply Personnel under this Agreement at the Bill Rates listed herein or in any Assignment Confirmation. Amalgis will submit invoices to Customer every week for Personnel provided to Customer during the preceding week. The specified contacts for individual Work Sites is set forth below:



- 13. Changes.** Pursuant to Section 3.2 of the Agreement, the Parties agree that Changes may be made to this Statement of Work by execution of a subsequent Statement of Work(s) or Assignment Confirmation(s), or Change Request.
- 14. On Call.** Hours for Personnel that are placed on call will be invoiced to Customer at the “On-Call Hourly Rate” as specified in herein, if applicable, and if called in will be billed at the overtime rate, unless a greater rate such as double time must be used under federal and/or state law.
- 15. Construction.** Except as expressly set forth by this Statement of Work, the Agreement shall continue in full force and effect in accordance with the provisions thereof. Nothing in this Amendment to the Agreement is intended to modify, alter, reduce, or change the right or obligations in the Agreement executed except as expressly stated in this Statement of Work.



ATTACHMENT "B"
PRE-ASSIGNMENT SCREENING

- 1. For all Personnel submitted to Customer under the Agreement, Amergis will:**
 - a. Conduct a criminal background screening in accordance with applicable law, including any state exclusion review as applicable;
 - b. Verify current license, registration, or certification for the Services to be provided, if applicable to role;
 - c. Verify relevant professional and specialty experience, as requested by Customer;
 - d. Confirm Personnel are authorized to work;
 - e. Perform federal exclusion and abuse check(s) including but not limited to, List of Excluded Individuals/Entities (LEIE) and the Excluded Parties List System (EPLS) and the National Sex Offender Registry;
 - f. Verify skills checklist of competencies for the position and exam;
 - g. Verify that a current diagnostic Tuberculosis (TB) test or screening is on file, in accordance with state regulations.
- 2. Upon written request by Customer, Amergis will provide Customer with the following:**
 - a. Reasonable proof of previous employment;
 - b. Education verification.
- 3. Customer Criminal Background Report.** In the event that Customer requires its own criminal background screening, which may include fingerprinting, for Amergis Personnel, Customer shall provide Amergis with a copy of the results and/or report, or the "Clear" or "Not Clear" status. Providing first day instructions for Amergis Personnel following Customer required background screening will constitute a "Clear" status. Customer agrees that Personnel may begin assignment following completion of a successful Customer background screening.



ATTACHMENT "C" WORKFORCE SOLUTION ADDENDUM

This Workforce Solution Addendum ("Addendum") takes effect as of the date of the MSP Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amalgis, the terms of which are expressly incorporated herein.

1. **Scope of Services.** Customer wishes to utilize Amalgis Healthcare Staffing, Inc.'s workforce solution, Sunburst ("MSP"), to centralize and consolidate the management Services of its temporary school-based professionals ("Contract Workers"). Customer agrees that all providers of Services ("Staffing Suppliers") inquiring to provide healthcare-related, school-based Services ("Staffing Services") to Customer will be overseen by MSP. Customer shall notify incumbent Staffing Suppliers 1) to work with MSP to obtain necessary program information and onboarding documentation from MSP; and 2) that all communication regarding day-to-day activity and will be conducted between MSP and Customer. MSP will establish a program management team consisting of MSP personnel to be Customer's central point for all matters relating to Customer's staffing needs.
2. **MSP Services.** The MSP Services provided by MSP to Customer will generally consist of:
 - a. Identifying strategic Staffing Suppliers for Customer's educational, healthcare and administrative staffing needs;
 - b. Contracting with Staffing Suppliers;
 - c. Providing a web-based application software program ("System") to automate the process by which Contract Workers are requisitioned from Staffing Suppliers;
 - d. Onboarding Contract Workers and providing assignment details;
 - e. Coordinating with Customer regarding Staffing Suppliers;
 - f. Verifying each Staffing Supplier has uploaded onboarding documentation;
 - g. Maintaining accurate and complete statuses; and
 - h. Validating submission of electronic timecards.
3. **Purchasing Agent.** MSP will act as Customer's purchasing agent. As Customer's purchasing agent, MSP will enter into Staffing Supplier Agreements with Staffing Suppliers to Provide Services to Customer under terms that are substantially the same as those in the Education Master Services Agreement.
4. **Onboarding and Orientation.** MSP will participate in a review of all Staffing Supplier work progress and satisfaction of any onboarding and orientation requirements set forth in the Education Master Services Agreement, which may be updated/modified by Customer in the System.
5. **Rates.** Charges will be based on a Customer approved hourly bill rate at the time an order for Contract Worker(s) is posted via the System. Bill rates are subject to change at time of order posting based on Customer Approval. Customer and MSP reserve the right to add additional modalities/positions if needed and agreed upon. All orders for Contract Workers will be submitted through the System.
6. **Incident Reporting.** Customer agrees to notify MSP of any incident involving Contract Workers within forty-eight (48) hours of its occurrence. Customer agrees to provide MSP with documentation of any investigation conducted related to Contract Workers and/or the Services.



7. **Consolidated Invoices.** All Staffing Supplier invoices are consolidated as a part the MSP Services. MSP will issue consolidated invoices to Customer on a weekly basis (or on a less frequent basis if requested by Customer). Customer will remit payment for uncontested invoices in a timeframe consistent with the Education Master Services Agreement.
8. **Taxes.** Bill Rates do not include any applicable Transaction Taxes. Customer is responsible for any applicable Transaction Taxes and, if applicable, shall pay or reimburse MSP for Transaction Taxes as a result of, relating to, or in connection with this Addendum (including with respect to Transaction Taxes required to be forwarded by MSP to Staffing Suppliers in connection with their provision of Services). If Customer provides MSP with a tax exemption certificate in accordance with local laws that covers the MSP Services provided by MSP, MSP will not collect Transaction Taxes if the tax exemption certificate is valid. The rates paid to Suppliers for Travel Personnel include amounts to reimburse Suppliers for Travel-Expense Payments made to Travel Personnel. Suppliers shall provide Customer with sufficient information regarding such Travel-Expense Payments in accordance with section 274(d) of the Internal Revenue Code. Customer is subject to any applicable limitations on deduction under section 274 of the Internal Revenue Code and regulations promulgated thereunder.
9. **MSP Fee.** MSP will provide MSP Services at no direct cost to Customer. MSP's administrative fee for MSP Services will be funded by participating Staffing Suppliers.
10. **Aggregate Statistical Usage.** Customer acknowledges and agrees that MSP will collect data related to the performance of the Services for the purposes of aggregation and the creation of a centralized benchmarking mechanism. Customer acknowledges and agrees that MSP 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 Customer's data aggregated so as to be non-specific to Customer or including any personally identifiable information of an individual.



ATTACHMENT "D"
AMERGIS TELETHERAPY PLATFORM

This Telehealth Platform Addendum ("Addendum") takes effect as of the date of the Opt-In, as described in the Education Master Services Agreement ("Agreement") between Customer and Amergis, the terms of which are expressly incorporated herein.

1. **Access.** Subject to Customer's compliance with the terms herein, Amergis may, in its sole discretion, provide certain Teletherapy Personnel on assignment with Customer access to a third-party browser-based teletherapy platform ("Teletherapy Platform") for use with Customer's students. Customer and Amergis acknowledge and agree that the Teletherapy Platform serves a legitimate educational interest, including supporting instruction and permitted remote telehealth assessments and documentation of student progress.
2. **Equipment.** Customer will be responsible for providing students with a secure device to access the Teletherapy Platform (computer, tablet, or similar device with worker webcam and microphone) and internet access (together, "Device").
3. **Misuse.** Amergis is not responsible for the misuse of the Device or Teletherapy Platform by Customer or its students.
4. **Transfer of Educational Records.** Customer acknowledges and agrees that certain reports or similar documents generated by the Teletherapy Platform ("Teletherapy Records") may be classified as educational records under the Family Educational Rights and Privacy Act (FERPA).

Amergis will use commercially reasonable efforts to facilitate the transfer of Teletherapy Records to Customer. Customer will establish and maintain a Secure File Transfer Protocol (SFTP) or equivalent secure transmission method that meets or exceeds prevailing industry standards for the protection of Teletherapy Records. Amergis is not responsible for any data security vulnerabilities or breaches arising from the transmission method selected or maintained by Customer. Customer will remain responsible for responding to and complying with applicable law regarding all requests to access educational records, including the Teletherapy Records.

5. **Permissible Use.** Amergis will access, use, view, store, maintain, or otherwise process Teletherapy Records solely to the extent reasonably necessary to: (i) support the provision of the teletherapy Services by Teletherapy Personnel; (ii) facilitate the secure transfer of the records to Customer; and (iii) comply with applicable laws and regulations and its internal policies regarding record retention (collectively, "Permissible Use").

Amergis will not process Teletherapy Records for any purpose outside the scope of Permissible Use, including, without limitation, selling, licensing, or sharing such records with unauthorized third parties. Amergis has no obligation to Customer to retain the Teletherapy Records, and makes no guarantees to Customer regarding the retention of the Teletherapy Records.

6. **Standard of Care.** Amergis will protect the systems processing the Teletherapy Records in accordance with reasonable commercial practices and will use safeguards no less protective than those used to secure Amergis' own data of a similar type.



Board Target Date: _____

Request for Board Approval of Contract**Vendor/Contractor/Consultant:** Pearson Assessments

Will this vendor have direct contact with students? NO

If yes, we will need Mandated Reporter Certification

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- - 9015 - 0 - 7150 - 3120 - 5817 - 398 - 5198 % 100

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

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

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

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☒ Other: Medi-Cal

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

Contract is: Renewal **Contract Amount:** \$59,017.70

School Site/Department: Special Services **Number of Individuals Served:** sped

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

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

Departmental Approval:** Monica Fong **Date:** 08/05/2026

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

Contract Created by: Patricia Cons-Fujii **Role:** Department Secretary

Site/Dept: Special Services **Phone #:** 707-890-3800

Proposed Contract Start Date: 08/05/2026 **Proposed Contract End Date:** 08/05/2027

Requisition #: R27-00311

BUSINESS SERVICES USE ONLY

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

Board Approval Date: _____

LAST REVISED ON 4-9-25

Attach Signed Vendor Contract: 1 Vendor Contract

Pearson

QUOTE / PROFORMA

Customer Bill-to:

SANTA ROSA CITY SCHOOLS
211 RIDGWAY AVE
SANTA ROSA CA, 95401-4386

Customer Ship-to:

SANTA ROSA CITY SCHOOLS
211 RIDGWAY AVE
SANTA ROSA CA, 95401-4386

NCS Pearson, Inc.

P.O Box 599700,
San Antonio, TX 78259

Tel: 800-627-7271

Tax ID No:

41-0850527

Quote/Proforma Number : 443055

Date : 05-AUG-2026

Customer Account# : 3787479

Sales Order Number :

Customer PO# : DALSPRENEWALQUOTE2026

Currency : USD

Shipment Terms : Paid

Customer Tax Number :

Number of Pages : Page 1 of 2

Attention:**Attention:**

Prices will be honored for 60 days from price quote date.

This price quote does not guarantee stock availability and shipping amount is estimated, standard shipping charges apply.

Total Ordered Quantity (No. Of Items) : 28580

Other Charges : USD \$0.00

Net Amount : USD \$59,017.70

Tax Total : USD \$0.00

Quote/Proforma Total : USD \$59,017.70

Amount Due : USD \$59,017.70

REMITTANCE INFORMATION**Make Checks Payable to:**

13036 COLLECTION CENTER DRIVE
CHICAGO, IL 60693
NCS Pearson, Inc.

Bank Wire to:

Bank of America N A
071000039

SWIFT Code : BOFAUS3N

A/C No: 8188105388



Quote/Proforma Number: 443055						Page 2 of 2
Item Number	Item Description	Quantity	Unit Price	Discount	Tax	Line Total
A103000244405	DALSCOMPLETE RENEWAL (DIGITAL)	2858	17.00	NET	0.00	\$48,586.00
A103000157866	Digital Assessment Library for Schools PLUS	2858	3.00	NET	0.00	\$8,574.00
A103000419375	DAL-SCHOOLS-MHS ED. 2025 (CONNERS & ASRS)	2858	0.65	NET	0.00	\$1,857.70
A103000252569	DALS QGLOBAL DEVELOPMENTAL PORTFOLIO (DIGITAL)	2858	0.00	PROMO	0.00	\$0.00
A103000278938	QG-DAL-SCHOOLS PSYCH PORTFOLIO	2858	0.00	PROMO	0.00	\$0.00
A103000278933	QG-DAL-SCHOOLS SLP-OT-PT PORTFOLIO	2858	0.00	PROMO	0.00	\$0.00
A103000278935	QG-DAL-SCHOOLS-ABILITY PORTFOLIO	2858	0.00	PROMO	0.00	\$0.00
A103000278937	QG-DAL-SCHOOLS MENTAL HEALTH PORTFOLIO	2858	0.00	PROMO	0.00	\$0.00
A103000278934	QG-DAL-SCHOOLS SCREENER PORTFOLIO	2858	0.00	PROMO	0.00	\$0.00
A103000278936	QG-DAL-SCHOOLS ACADEMIC PORTFOLIO	2858	0.00	PROMO	0.00	\$0.00

*** IMPORTANT CUSTOMER MESSAGES ***

DALS COMPLETE RENEWAL WITH DALS PLUS AND MHS ADD-ON
DIGITAL ASSESSMENT LIBRARY FOR SCHOOLS - 2858 IEPS

QUOTE/PROFORMA TOTALS	Subtotal	Total Other Charges	Total Tax	Total Due
	USD	USD	USD	USD
	\$59,017.70	\$0.00	\$0.00	\$59,017.70

By placing your order, you hereby agree to the Terms and Conditions which govern your purchase:

<https://www.pearsonassessments.com/footer/terms-of-sale---use.html>

For questions, please visit our support site at

<https://www.pearsonassessments.com/contact-us.html>