



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

**Request for Board Approval of Contract****Vendor/Contractor/Consultant:** Play Marimba Program, LLC

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 - 4127 - 0 - 1293 - 1000 - 5611 - 119 - 5197 % 100 cd

\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ % \_\_\_\_\_

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\_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ % \_\_\_\_\_

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

☒ Restricted: Title IV ☐ Other: \_\_\_\_\_

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

**Contract is:** Renewal **Contract Amount:** \$57,650.00

**School Site/Department:** Ed Services **Number of Individuals Served:** 240

**Approved at Site by\*:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Departmental Approval\*\*:** Alisa Haley **Date:** 08/21/2026

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

**Contract Created by:** Lola Ruzzo **Role:** Department Secretary

**Site/Dept:** State and Federal **Phone #:** 707-890-3800

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

**Requisition #:** R27-00029

**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

# PLAY MARIMBA!

## RENTAL AGREEMENT

- I. **THE PARTIES.** This Equipment Rental Agreement ("Agreement") is made on this August 21st, 2026 by and between:

**Lessor:** Play Marimba Programs LLC with a mailing address of 5840 Volkerts Road, Sebastopol, CA 95472 ("Lessor"), and

**Lessee:** Santa Rosa City Schools with a mailing address of 110 Stony Point Road Suite 210, Santa Rosa, CA 95401 ("Lessee").

- II. **EQUIPMENT DESCRIPTION.** The Lessor hereby leases to Lessee the following equipment:

- a) Marimba sets for 3 sites - one set equals 5 full sized marimbas plus 16 floor marimbas per site
- b) Full classroom instrument set w/ baritone and bass, sound equipment
- c) 240 student annual program licenses

Hereinafter known as the "Equipment."

- III. **LEASE TYPE.** This Agreement shall be considered a Fixed Lease. The Lessee shall lease the Equipment starting on July 1, 2026, and end on June 30, 2027 ("Lease Term"). At the end of the Lease Term and no renewal is made, the Lessee must return the Equipment to the Lessor.
- IV. **RENT.** The Lessee agrees to pay the Lessor \$57,650 for leasing the Equipment ("Rent") that shall be paid by September 1st, 2026.
- V. **DELIVERY OF EQUIPMENT.** The delivery of the Equipment to the Lessee at the start of the Lease Term and returning to the Lessor at the end of the Lease Term shall be the responsibility of the Lessor.
- VI. **INSURANCE REQUIREMENT.** The Lessee is not required to have or hold insurance on the Equipment. Although, the Lessor shall be held harmless and indemnified from any and all wrongdoing in connection with any injury of any person in the operation of the Equipment.
- VII. **ACCEPTANCE OF EQUIPMENT.** The Lessee shall inspect each item and part of the Equipment upon delivery and pursuant to this Agreement. The Lessee shall have twenty-four (24) hours from the delivery date to inform the Lessor of any discrepancies. If for any reason the Lessee claims the Equipment was not the same as described under this Agreement, the Lessee shall be able to return the Equipment and obtain a full refund for any Rent, Security Deposit, and any other payments made.
- VIII. **NO WARRANTY.** The Lessor makes no warranties, expressed or implied, as to the equipment leased. The Lessee assumes responsibility for the condition of the Equipment.

- IX. **RISK OF LOSS OR DAMAGE.** The Lessee assumes all risk of loss or damage to the Equipment from any cause and agrees to return it to the Lessor in the condition received, with the exception of reasonable wear and tear. The Lessee is responsible for any damage while in possession of the equipment.
- X. **DAMAGED OR LOST EQUIPMENT** If the equipment is damaged or lost, the Lessor shall have the option of requiring the Lessee to either repair the Equipment to a state of good working order or to replace the Equipment with like-equipment and in equal condition. The final decision for approval of any lost or damaged Equipment will be ultimately up to the Lessor.
- XI. **ASSIGNMENT.** The Lessee is strictly prohibited from assigning or subletting the Equipment in any manner unless written consent is given by the Lessor. In addition, the Equipment may not be used by any person or associate other than the Lessee and their agents, employees, and subcontractors.
- XII. **SEVERABILITY.** If any portion of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- XIII. **GOVERNING LAW.** This Agreement shall be construed and governed in accordance with the laws located in the State of California.
- XIV. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the Parties. No modification or amendment of this Agreement shall be effective unless in writing and signed by both Parties. This Agreement replaces any and all prior agreements made between the Parties.
- XV. **EXECUTION.** Lessee and Lessor each represent and warrant to the other that each person executing this Agreement on behalf of each party is duly authorized to execute and deliver this Agreement on behalf of that party.

**Lessor's Signature:** Tobias Sparks **Date:** 8/21/26

Print Name: Tobias Sparks

Title: Founder, Play Marimba Programs LLC

**Lessee's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_



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

## Request for Board Approval of Contract

**Vendor/Contractor/Consultant:** EMS Ling Inc.

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 - 5817 - 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:** Renewal **Contract Amount:** 41,289.23

**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\*\*:** Kelley Cook Ed Burke **Date:** 09/01/2026 09/01/2026

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

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

**Site/Dept:** Child Nutritional Services **Phone #:** 707-890-3807

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

**Requisition #:** R27-00208

### 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 EMS Linq Inc., hereinafter referred to as “CONTRACTOR”.

1. Services.

(a) DISTRICT’s Responsibilities and Duties:

The district will provide required information related to the scope of work that the contractor will provide. This will include the number of modules for each year.

(b) CONTRACTOR’s Responsibilities and Duties:

The contractor will provide and maintain the requested software modules for use by the CNS department.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 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 41,289.23 Dollars (\$41,289.23 ). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

All invoices shall be paid within thirty (30) days of the date of invoice.

- All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable LINQ

Master Subscription Agreement.

- This quote is subject to and incorporates the terms and conditions of the LINQ Master Subscription Agreement found at <https://www.linq.com/legal-msa>

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 contractor will provide software for the CNS program, including menu planning, menu production records, purchasing, point of service (POS), student management related to point of service (POS), ISITE website, and Inventory. These modules will be evaluated based on their role in regulatory compliance and user experience.

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](mailto:kcook@srcs.k12.ca.us)

**CONTRACTOR:**

Name: EMS Linq Inc.

Street: 2801 Via Fortuna, Suite 400

City/State/Zip: Austin, TX 78746

Phone: 888 464 5467

Email: apope@linq.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 27 DAY OF August, 2026 .

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Lisa August

Print Name: \_\_\_\_\_

Associate Superintendent

Title: \_\_\_\_\_

[ysantanaperalta@srcs.k12.ca.us](mailto:ysantanaperalta@srcs.k12.ca.us)

Email: \_\_\_\_\_

707-890-3800 x80201

Phone: \_\_\_\_\_

SRCS Board Approved: \_\_\_\_\_

**EMS LINQ, LLC**  
*Empowering the Business of K-12*

2801 Via Fortuna, Suite 400  
Austin, TX 78746

Phone: (888) 464-5467  
Fax: (737) 358-9282  
Email: apope@linq.com

**Quote #:** Q-159360-1  
**Start Date:** 7/1/2026  
**End Date:** 6/30/2027  
**Expires On:** 6/30/2026

**Customer Contact**  
Leslie Koehler  
7078903800 x80759  
lkoehler@srcs.k12.ca.us

**Bill To**  
Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, California 95401

Superintendent:

| SALESPERSON | EMAIL          | SERVICE PERIOD | PAYMENT METHOD |
|-------------|----------------|----------------|----------------|
| Aubrey Pope | apope@linq.com | 12 months      | Net 30         |

**Terms & Conditions**

| QTY              | PRODUCT                                                  | NET PRICE  | EXTENDED    |
|------------------|----------------------------------------------------------|------------|-------------|
| 1.00             | Central Kitchen (TCEN100)                                | \$1,136.45 | \$1,136.45  |
| 19.00            | Inventory (TINV100-75)                                   | \$643.84   | \$12,232.96 |
| 1.00             | Menu Planning w/Nutritional Analysis (TMP100)            | \$1,136.45 | \$1,136.45  |
| 32.00            | Point of Service (TPOS100-75)                            | \$285.84   | \$9,146.88  |
| 17.00            | Production Records (TPRO100-75)                          | \$249.76   | \$4,245.92  |
| 1.00             | Purchasing (TPUR100)                                     | \$1,136.45 | \$1,136.45  |
| 17.00            | Student Management w/Application Processing (TSTU100-75) | \$643.84   | \$10,945.28 |
| 1                | ISITE Support - SNAF Website and Menu - 5-10             | \$1,308.84 | \$1,308.84  |
| <b>Subtotal:</b> |                                                          |            | \$41,289.23 |

|                     |             |
|---------------------|-------------|
| <b>Tax:</b>         | \$0.00      |
| <b>Shipping:</b>    |             |
| <b>Grand Total:</b> | \$41,289.23 |

- The Order Form term will renew for subsequent 12 month terms (each a "Renewal Term"), unless either party gives the other written notice of non-renewal at least 30 days before the end of the current term.
- For subsequent years within the term bound by the Start Date and End Date detailed on this quote, LINQ is entitled to increase the fees specified in the Order Form to the then-current subscription fees for the LINQ Products, as set forth in the LINQ price list in effect as of such date.
- Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that LINQ receives your purchase order.
- In the event that this quote includes promotional pricing, such promotional pricing may not be valid for the entire period stated on this quote.
- Ground shipping or most reasonable shipping costs will be added to the invoice after shipment for all Hardware orders.
- You will be required to pay LINQ for travel expenses (lodging, meals, transportation, and other related expenses) incurred in the performance of Professional and Support Services.
- All invoices shall be paid within thirty (30) days of the date of invoice.
- All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and shall not impact the terms or conditions reflected in this quote and the applicable LINQ Master Subscription Agreement.
- This quote is subject to and incorporates the terms and conditions of the LINQ Master Subscription Agreement found at <https://www.linq.com/legal-msa>
- The parties below acknowledge that they have read the agreement, understand it and agree to be bound by its terms.

Customer: Santa Rosa City Schools

Signature:

Name:

Business Title:

Authority Level:

Date:



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

**Request for Board Approval of Contract****Vendor/Contractor/Consultant:** SOLIANT (for remote SLPs)

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 - 6500 - 0 - 5001 - 3150 - 5875 - 198 - 5198 % 33

01 - 6500 - 0 - 5001 - 3150 - 5175 - 198 - 5198 % 0.00

01 - 6500 - 0 - 5770 - 1180 - 5875 - 298 - 5198 % 67.00

01 - 6500 - 0 - 5770 - 1180 - 5175 - 298 - 5198 % 0.00

**Funding Category:** ☐ Base ☐ Supplemental ☐ Concentration  
☐ Restricted: \_\_\_\_\_ ☒ Other: sped

**For Billing (if applicable):** ☐ Bill to: \_\_\_\_\_ Billing frequency: \_\_\_\_\_**Contract is:** Renewal **Contract Amount:** \$542,000.00**School Site/Department:** Special Services **Number of Individuals Served:** TBD**Approved at Site by\*:** \_\_\_\_\_ **Date:** \_\_\_\_\_\* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE****Departmental Approval\*\*:** Monica Fong **Date:** 09/02/2026\*\* 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:** 08/17/2026 **Proposed Contract End Date:** 06/30/2027**Requisition #:** R27-01094 & R27-01095**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

## CLIENT SERVICES AGREEMENT

### Education Division



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

#### 1. Scope of Services.

The Company, a staffing agency in the business of providing supplemental staffing, recruiting, and candidate referral services, will use commercially reasonable efforts to identify, screen, refer, and provide Consultants to Client on a temporary basis or, if requested by Client, for direct hire. The parties agree that Company cannot and does not guarantee the results, performance, or continued availability of any Consultant. Client represents and warrants that it currently holds, and will maintain throughout the term of this Agreement, all licenses, permits, accreditations, and other requirements necessary to operate its business and to properly supervise and utilize the Consultants in the positions assigned. If a Consultant is unable or unwilling to complete the specified temporary assignment, Company will use commercially reasonable efforts to identify a replacement in a timely manner.

#### 2. Independent Contractor.

The parties agree that the relationship of each to the other is that of an independent contractor. All Consultants will remain employees of the Company, which is solely responsible for providing and maintaining payroll services for any Consultant placed with Client, maintaining payroll records, and withholding and remitting all payroll taxes and social security payments, unless the parties otherwise agreed to in writing. Company does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Company will notify Client in advance of the assignment to receive approval of this arrangement unless the individual service providers are placed on substitute basis to address staffing absences or short-term shortages at which point Company will utilize Go Spindle, LLC. If such temporary staffing persists longer than thirty (30) consecutive days, advance notification and approval will be requested.

#### 3. Term of Agreement.

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

#### 4. Telepractice Services.

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

#### 5. Insurance.

Company will maintain at least the following minimum amounts of insurance:

General Liability - \$2,000,000 per occurrence and \$4,000,000 aggregate.

Workers Compensation - in accordance with state regulations.

Employer's Liability - \$1,000,000.

Excess Liability over General Liability and Employer's Liability - \$5,000,000 per occurrence and \$5,000,000 aggregate.

Professional Liability - \$1,000,000 per claim and \$3,000,000 aggregate.

Sexual Abuse and Molestation - \$1,000,000 per claim and \$3,000,000 aggregate

#### 6. Competency and Licensing.

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

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#### **7. Credentialing and Onboarding.**

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

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

#### **8. On-Site Responsibility.**

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

#### **9. Administrative Responsibilities.**

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

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

#### **10. Workplace Conditions and Reporting of Work-Related Injuries.**

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

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reporting requirements change during the term of this Agreement, Client is responsible for providing written notification of such change to both Company and Consultants.

#### 11. Employment of Consultants.

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

#### 12. Equal Opportunity and Workplace Harassment.

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

#### 13. Timekeeping and Invoicing.

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

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

#### 14. Payment Terms, Default Charges, and Minimum Wage Increases.

Company will submit invoices to Client on a weekly basis for all services provided during the previous week. **Client's payment is due within fifteen (15) days of receipt of invoice.**

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

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

#### 15. Limitation of Liability.

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

#### 16. Incident and Error Tracking.

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

#### 17. Termination of Assignment With Cause.

Immediately upon Client's knowledge, Client will report to Company any behavior issue, deviation from the accepted standards of practice, policies, and procedures as orientated to Consultant, or incident that would be considered adverse to Client's operations. In such an event, Client may request, in writing, that Company facilitate the immediate removal of Consultant. Client agrees it will not immediately remove a Consultant or terminate an assignment unless Company has been notified in writing or, based on Client's good faith assessment, that immediate dismissal is necessary to protect Client's

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operations. Upon termination of assignment or removal of a Consultant, Client will provide documentation specifying the reasons and facts of the termination to Company within forty-eight (48) hours. If Client does not report such deviation(s) and terminates an assignment or does not provide the required documentation following a termination, Client will be assessed an amount equal to five (5) days of billings at the bill rates and minimum hours agreed upon in the applicable Client Assignment Confirmation. The parties agree that Consultants are an integral part of Company's operations and a resource that may have been developed over years, and Client acknowledges that Company may not be able to find another position for Consultant, ultimately leading to termination of Consultant's employment with Company. Accordingly, any delay or absence of written notice may result in lost revenue or other consequences not foreseen at this time. Therefore, the parties agree the liquidated damages in this Section are reasonable for the probable loss suffered by Company in the event of Client's breach of this provision.

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

#### **18. Termination of Agreement and Termination of Assignment Without Cause.**

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

#### **19. Minimum Hours.**

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

#### **20. Force Majeure and Unscheduled Facility Closure Policy.**

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

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

#### **21. Multiple Locations.**

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

#### **22. Issue Resolution.**

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

#### **23. Indemnification.**

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

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

#### 24. Confidentiality.

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

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

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

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

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

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

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

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#### 26. State Retirement System Notice.

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

#### 27. Conflicts of Interest.

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

#### 28. Client Funding.

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

#### 29. Survival.

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

#### 30. Notices.

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

##### **Soliant Health LLC**

Contract Department  
5550 Peachtree Parkway  
Suite 500  
Peachtree Corners, GA 30092  
ContractNotices@soliant.com

##### **To Client**

Attention: Santa Rosa City Schools  
  
Address: 211 Ridgway Ave., Santa Rosa, CA 95401

#### 31. Governing Law.

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

#### 32. Electronic Signatures, Counterparts, and Authority.

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

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

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**Education Division**



The persons signing this Agreement represent that they have the proper authority to bind their respective party. If Client is entering into this Agreement on behalf any additional affiliated facilities, Client represents that it has the proper authority to bind those facilities to the terms of this Agreement. As such, Client will be jointly and severally liable under this Agreement for the obligations of such additional affiliated facilities.

**33. Severability and Waiver.**

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

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

**34. Entire Agreement.**

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

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

CLIENT ID – CLIENT NAME

**173763 - Santa Rosa City Schools**

**Soliant Health, LLC**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Title



**ADDENDUM A**  
**Terms of Teleservices Assignment**  
**No Equipment Provided**

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

**Assignment Details**

Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

|                                     |                         |                                                 |            |
|-------------------------------------|-------------------------|-------------------------------------------------|------------|
| <b>Contracted Telepractitioner:</b> | Alexis Mazzeo           |                                                 |            |
| <b>Client:</b>                      | Santa Rosa City Schools |                                                 |            |
| <b>Assignment Start Date:</b>       | 08/17/2026              | <b>Assignment End Date:</b>                     | 06/04/2027 |
| <b>Position:</b>                    | SLP                     |                                                 |            |
| <b>Hours per Week:</b>              | 37.5                    |                                                 |            |
| <b>Bill Rate per Hour</b>           | \$130.00                | <i>Bill Rate is all-inclusive<sup>(a)</sup></i> |            |
| <b>Technology Fee:</b>              | Does Not Apply          |                                                 |            |
| <b>Miscellaneous:</b>               | —                       |                                                 |            |

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Contracted Telepractitioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.
- c) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.
- d) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

**173763 - Santa Rosa City Schools**



**Monica Fong**  
Executive Director, Special Services  
August 19, 2026 20:41 UTC  
IP: 184.23.195.50



## **Additional Terms and Conditions No Equipment Provided**

### **Teleservices Provisions.**

1. **Client Responsibilities.** Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined below in Duties and Responsibilities:
2. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

### **Duties and Responsibilities**

The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:

- a) Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- b) Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e) Complies with state and federal regulations to maintain student privacy and security.
- f) Facilitates behavior management strategies in students as appropriate.
- g) Provides information and counseling to families and school personnel as needed



**ADDENDUM A**  
**Terms of Teleservices Assignment**  
**No Equipment Provided**

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

**Assignment Details**

Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

|                                     |                         |                                                 |            |
|-------------------------------------|-------------------------|-------------------------------------------------|------------|
| <b>Contracted Telepractitioner:</b> | Evan Malcom             |                                                 |            |
| <b>Client:</b>                      | Santa Rosa City Schools |                                                 |            |
| <b>Assignment Start Date:</b>       | 08/26/2026              | <b>Assignment End Date:</b>                     | 06/04/2027 |
| <b>Position:</b>                    | SLP                     |                                                 |            |
| <b>Hours per Week:</b>              | 37.5                    |                                                 |            |
| <b>Bill Rate per Hour</b>           | \$130.00                | <i>Bill Rate is all-inclusive<sup>(a)</sup></i> |            |
| <b>Technology Fee:</b>              | Does Not Apply          |                                                 |            |
| <b>Miscellaneous:</b>               | —                       |                                                 |            |

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Contracted Telepractitioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.
- c) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.
- d) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

**173763 - Santa Rosa City Schools**

  
**Monica Fong**  
Executive Director, Special Services  
August 19, 2026 20:40 UTC  
IP: 184.23.195.50



## **Additional Terms and Conditions No Equipment Provided**

### **Teleservices Provisions.**

1. **Client Responsibilities.** Client agrees to provide appropriate local support to facilitate remote Contracted Telepractitioner's ability to fulfill the responsibilities outlined below in Duties and Responsibilities:
2. **Scheduling.** Client agrees to the minimum hours of Services per week as stipulated in Addendum A: Terms of Teleservices Assignment and will schedule the appropriate number of student sessions and other related services each week to meet or exceed the minimum hours requirement. Client and Contracted Telepractitioner will agree upon a weekly schedule for Services which will be loaded into the VocoVision system. Any revisions to the schedule must be submitted to the VocoVision Operations Department no later than 12:00 PM EST Friday for Services the following week. VocoVision requires a 24-hour notice to cancel scheduled Services. One cancellation without notice is permitted per school year. Additional cancellations with less than 24 hours' notice will be billed at the regular rate. Note that VocoVision Contracted Telepractitioners are encouraged to complete non-therapy work (e.g., paperwork, planning, file reviews, etc.) during any such cancellation time.
3. **Administrative Responsibilities.** Client shall be responsible for orienting Contracted Telepractitioner to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, individual education plans or Client-specific program plans. During the contracted assignment, should Contracted Telepractitioner fail to submit paperwork as required per Client's policies and procedures, Client must notify VocoVision in writing within three (3) business days of alleged failure. Failure to notify VocoVision within the three (3) day period shall negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner. Within three (3) business days following the conclusion of a contracted assignment, Client shall conduct a final review to determine whether the completion of additional paperwork is needed from the Contracted Telepractitioner. Failure to notify VocoVision prior to the fourth (4th) day after conclusion of the assignment will negate any Client claim to withhold payment due to paperwork non-compliance by Contracted Telepractitioner.

### **Duties and Responsibilities**

The duties and responsibilities of a Contracted Telepractitioner include, but are not limited to the following:

- a) Collaborates with the school district to identify students' communication characteristics, support resources, as well as any physical, sensory, cognitive, behavioral and motivational needs to determine the benefit a student may receive through telepractice.
- b) Collaborates with the school district to determine assessment resources - including their potential benefits and limitations - in the telepractice setting, and to develop a plan to assess students appropriately.
- c) Monitors effectiveness of services and modifies evaluation and treatment plans as needed.
- d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e) Complies with state and federal regulations to maintain student privacy and security.
- f) Facilitates behavior management strategies in students as appropriate.
- g) Provides information and counseling to families and school personnel as needed



**ADDENDUM A**  
**Terms of Teleservices Assignment**  
**No Equipment Provided**

This Terms of Teleservices Assignment is subject to the terms and conditions of that certain Client Services Agreement between the parties outlined below.

**Assignment Details**

Soliant Health, LLC ("Soliant" or the "Company") will contract with VocoVision for the provisions of telepractice services to Client. Client will pay Soliant for the hours worked by Contracted Telepractitioner under the following terms:

|                                     |                         |                                                 |            |
|-------------------------------------|-------------------------|-------------------------------------------------|------------|
| <b>Contracted Telepractitioner:</b> | Brooke Kelley           |                                                 |            |
| <b>Client:</b>                      | Santa Rosa City Schools |                                                 |            |
| <b>Assignment Start Date:</b>       | 08/17/2026              | <b>Assignment End Date:</b>                     | 06/04/2027 |
| <b>Position:</b>                    | Tele - SLP              |                                                 |            |
| <b>Hours per Week:</b>              | 37.5                    |                                                 |            |
| <b>Bill Rate per Hour</b>           | \$130.00                | <i>Bill Rate is all-inclusive<sup>(a)</sup></i> |            |
| <b>Technology Fee:</b>              | Does Not Apply          |                                                 |            |
| <b>Miscellaneous:</b>               | N/A                     |                                                 |            |

- a) Sales tax will be added to professional fees if required by state law and client is not a tax-exempt entity.
- b) Client agrees to approve Contracted Telepractitioner's weekly log of service. Logs will be submitted on a weekly basis by Contracted Telepractitioner for Client's review and approval. Should Contracted Telepractitioner fail to submit paperwork or weekly log to show proof of completed work, Client agrees to notify Soliant in writing within three (3) business days of alleged failure. Client's failure to notify Soliant in writing within the three (3) day period shall negate any Client invoicing dispute.
- c) Client acknowledges Additional Terms and Conditions as applicable to teletherapy services and the provision thereof.
- d) Client acknowledges that Contracted Telepractitioner will be providing and using their own equipment in performance of duties.

**173763 - Santa Rosa City Schools**

**Monica Fong**  
Executive Director, Special Services  
August 19, 2026 20:42 UTC  
IP: 184.23.195.50



## **Additional Terms and Conditions No Equipment Provided**

### **Teleservices Provisions.**

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- d) Maintains appropriate documentation of delivered services in a format consistent with professional standards and client requirements.
- e) Complies with state and federal regulations to maintain student privacy and security.
- f) Facilitates behavior management strategies in students as appropriate.
- g) Provides information and counseling to families and school personnel as needed



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

**Request for Board Approval of Contract****Vendor/Contractor/Consultant:** SWING CONTRACT #2 (substitute teacher staffing K-12)

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- - 6500 - 0 - 5770 - 1180 - 5875 - 198 - 5198 % 50 cd  
01 - 6500 - 0 - 5770 - 1180 - 5875 - 298 - 5198 % 50.00 cd  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ % \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_ % \_\_\_\_\_

**Funding Category:** ☒ Base ☐ Supplemental ☐ Concentration  
☐ Restricted: \_\_\_\_\_ ☒ Other: Special Education

**For Billing (if applicable):** ☐ Bill to: \_\_\_\_\_ Billing frequency: \_\_\_\_\_**Contract is:** New **Contract Amount:** \$50,000.00**School Site/Department:** Special Services **Number of Individuals Served:** TBD**Approved at Site by\*:** \_\_\_\_\_ **Date:** \_\_\_\_\_\* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE****Departmental Approval\*\*:** Monica Fong **Date:** 08/20/2026\*\* 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:** 08/01/2026 **Proposed Contract End Date:** 08/01/2027**Requisition #:** R27-00907**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



This **Platform & Services Agreement** ("Agreement") is entered into on the Effective Date of 8/1/2026 by and between Swing Education, Inc. ("Swing Education", "Company", "we" or "us") and the School(s) listed on the signature page ("School" "or "District" or "you"). Swing Education agrees to provide you with access to the Swing Education Platform & Services ("Platform & Services" or "Platform"), which allows the School and School representatives to post and manage Requests for substitute teachers and related professionals ("SwingSubs") on the Swing Education Website at [www.swingeducation.com](http://www.swingeducation.com) ("Website"). This Agreement will apply regarding the obligations and relationships between School, Swing Education and each SwingSub (though SwingSubs are not party to this Agreement). Each SwingSub will be a W-2 employee as a prerequisite to being able to see and fill your Requests on the Platform and for purposes of processing wages/payroll taxes, workers' compensation, and health or other benefits as applicable.

**1. Services.** Swing Education agrees to provide you with:

- (a) **Access to the Services**, which allows authorized School users to post Requests for SwingSubs ("Requests") on the Platform, track and manage those Requests, and view information about the SwingSubs.
- (b) **Access to Our Verification Services - California**
  - i. **Teaching Credentials.** Swing Education verifies whether a SwingSub teaching professional holds a substitute teaching permit or standard professional teaching credential, by having the SwingSub upload or submit such document to the Platform. Swing Education marks such SwingSubs as credentialed (or similar language) on the Platform. Swing Education also tracks the expiration date (if one exists) of such document. If such document expires, Swing Education will shortly thereafter label the SwingSub as non-credentialed (or similar language). Note that School is responsible for ensuring accuracy of SwingSub Requests where a permit or credential is or is not required.
  - ii. **CA DOJ Live Scan Fingerprint Background Check.** Swing Education verifies that a SwingSub working in California is eligible to work as a teacher before the SwingSub is allowed to fill Requests on the Website. Swing Education does this by reviewing the results of the individual's completed Live Scan check issued by the State of California Department of Justice (DOJ) using California Education Code guidelines. Subsequent changes to the SwingSub's status are sent from the DOJ to Swing Education. Swing Education prevents a SwingSub from filling Requests and/or removes the SwingSub from the Platform if changes render the SwingSub ineligible to teach, shortly after receiving notice of such changes.
  - iii. **TB Risk Assessment.** Swing Education requires all SwingSubs to obtain the TB Risk Assessment in accordance with CDPH requirements before allowing a SwingSub to fill Requests on the Website.
  - iv. **Child Abuse Reporting - Mandated Reporter.** Swing Education will make all SwingSubs aware of their child and dependent adult abuse reporting obligations. Swing Education will also require all SwingSubs to confirm that they have undergone CA state Mandated Reporter Training within 6 weeks of completion of their first assignment through the Platform and annually thereafter, by signing a Suspected Child Abuse Reporting Acknowledgement Form. A copy of each signed form will be kept on file with Swing Education.
  - v. **Harassment Prevention Training.** Company shall provide sexual harassment and abusive conduct prevention training to all California-based employees in accordance with California Government Code Section 12950.1, as amended by Assembly Bill 1825 and Senate Bill 1343.



- (c) **Verification Process.** Swing Education reserves the right to change any of the verification processes described above if such process become impossible or impractical to carry out as described.
- (d) **Relationship with SwingSubs.** Swing Education withholds and pays payroll taxes on SwingSub wages but does not exercise any control over their schedules or daily work. School issues work Requests for SwingSubs to fill. School works with SwingSubs on-site and in person and thus has direct oversight of, and feedback and information on, the actions and performance of SwingSubs. Note that Swing Education makes no warranty or representation as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs beyond what is covered by the Verification Services above.

**2. Acceptance of Related Terms.** By signing this Agreement, you also agree to the terms in any Appendix, Schedule, or Exhibit included with this Agreement as well as: (i) the Standard Service Terms available on the Swing Education website at [www.swingeducation.com/st](http://www.swingeducation.com/st) and (ii) the Website Master Terms of Service and Privacy Policy available on the Swing Education Website at [www.swingeducation.com/tc](http://www.swingeducation.com/tc). In the event of a conflict of any terms, the terms of this Agreement shall control.

**3. Payments.** Payments will be made to Swing Education according to the following:

- (a) **Work Requests, Daily Wage & Hourly Rates.** School shall fill out work Requests for SwingSubs, specifying the work stop and start times for each work day of the Request. The School works with Swing Education via the Website and/or by separate communication with Swing Education and/or as listed below, to designate (i) a "Daily Wage" or "Wages" for the SwingSubs, and/or (ii) an "Hourly Rate" or "Rates" for the SwingSubs. All such Wages and Rates must meet minimum wage requirements. For the avoidance of doubt, School and Swing may change these sub Wages and/or Rates by mutual written consent or in order to ensure compliance with wage and hour laws. The "Half Daily Wage" is 50% of the Daily Wage or as otherwise agreed upon by School and Swing. The Daily Wage applies to any Day over four (4) and no more than eight (8) hours ("Full Day") and the Half Daily Wage applies to any Day of four (4) hours or less ("Half Day"). A "Short-Term" Request is a Request up to and including 21 days, and a "Long-Term" Request is a Request that exceeds 21 days unless otherwise agreed upon in writing by School and Swing. For Hourly Rate positions, SwingSubs will record their actual hours worked via timesheet. School acknowledges that the hours recorded by the SwingSub in their timesheet, as may be reconciled pursuant to Section 3(e), will serve as the basis for calculating all amounts owed to Swing Education for such positions.
- (b) **Service Fee & Amounts Due.** School will also pay Swing Education a Service Fee, which is a designated surcharge percentage of the Daily Wage or Hourly Rate, as applicable. For Hourly Rate positions, the Service Fee will be calculated as a percentage of the Hourly Rate multiplied by the actual hours worked as recorded by the SwingSub in their timesheet, as may be reconciled pursuant to Section 3(e). The "Estimated Daily Amount" is based on the Hourly Rate multiplied by actual hours worked or the Daily Wage or Half Daily Wage (as applicable), plus the Service Fee, for each Day of the Request. Swing Education will adjust each Estimated Daily Amount with relevant surcharges for overtime, to meet applicable minimum wage requirements and/or if SwingSubs are not given legally-required meal or rest breaks to arrive at "Amount Due" for each Day of the Request, for which Swing Education will invoice School. For the avoidance of doubt, Swing Education's Service Fee applies to all compensable time recorded by the SwingSub, regardless of whether such time differs from the hours specified in the original Request.
- (c) **Cancellation.** Request(s) accepted by a SwingSub, then canceled by School more than 24 hours before the Request start time, are not subject to any fees. If a Request is canceled by



School less than 24 hours before the Request start time, School shall pay the Amount Due for the first Day of the Request.

- (d) **Invoicing.** Payment will be made to Swing Education by ACH (Automated Clearing House) transfer in accordance with Exhibit A: Payment.
- (e) **Deviations from Request.** While SwingSubs will be instructed to track and record their actual time worked, School must also inform Swing Education of any Work Deviations (from School's point of view) between the work times in a Request and actual time worked (including Work Deviations from mandated breaks) by 11:59pm on Friday of the same week of the relevant day for such Work Deviations to be reflected on an invoice, via the appropriate interface on the Platform. SwingSubs shall also have the right to submit such Work Deviations, and the actual invoice will be reconciled using all known facts about the actual time worked.
- (f) **Invoice Disputes.** School must identify any invoice item dispute to Swing Education within fourteen (14) days of the invoice date by emailing [support@swingeducation.com](mailto:support@swingeducation.com). Swing Education will review and respond to each dispute within fourteen (14) days of receipt. All known facts about the actual time worked shall be considered in resolving such disputes. Undisputed portions of any invoice remain payable in accordance with this Agreement.

#### 4. Recruitment & Off-Platform Use

- (a) **Recruitment & Off-Platform Use.** If you wish to hire or contract directly with a SwingSub, you agree to pay Swing Education a \$2,500 finder's fee. This recruitment fee does not apply to SwingSubs who are: (i) hired at the school full time and (ii) previously worked directly for the School; nor SwingSubs who are: (i) hired at the school full time and (ii) work at District through Swing for more than 60 school days. School shall not issue off-Platform Requests to SwingSubs, including by communicating directly with a SwingSub. Making such an off-platform request is grounds for Termination for Cause. If School wishes to provide an additional (bonus) wage to a SwingSub, School will make prior arrangements with Swing Education by emailing [support@swingeducation.com](mailto:support@swingeducation.com) or via other means as directed by Swing Education. Swing Education will invoice School for such additional (bonus) wages. For additional (bonus) wages made through means other than those outlined above, Swing Education will invoice School for such additional (bonus) wage(s) plus an additional \$250 administrative fee per occurrence.

#### 5. Term, Termination, Rollover.

- (a) **Term.** This Agreement shall be in effect for one year from the Effective Date. Thereafter, this Agreement shall automatically renew on a yearly basis unless either party provides written notice of termination at least ninety (90) days prior to the end of the then-current term.
- (b) **Termination for Cause.** Notwithstanding the foregoing, either party may terminate this Agreement if (i) the other party breaches a material provision of this Agreement and such breach is not cured within thirty (30) days following written notice thereof; or (ii) in the case of a breach that by its nature cannot be cured within thirty (30) days, the breaching party has not instituted reasonable measures to cure such breach within ten (10) days and fully cured such breach within ninety (90) days.
- (c) **Effect of Termination.** Termination does not extinguish obligations to pay or rights to seek payment for Invoices outstanding under this Agreement. Upon termination, Swing Education shall have 30 days to reconcile all payments due, and return any remaining funds. All or any portion of remaining funds may be used by Swing Education to (i) cure School's default in payment of invoices and (ii) repay all Amounts Due for all services rendered at the School.

**6. Disclaimer of Warranties.** The Platform & Services are provided "as is" without any warranty and Swing Education expressly disclaims any and all warranties, express, implied or statutory, including warranties of title, noninfringement, merchantability, and fitness for a particular purpose. Except as expressly set forth herein, Swing Education expressly disclaims, and you expressly release Swing



Education from, any and all liability whatsoever for any damages, suits, claims and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of users on or off the Platform, including without limitation the provision of any services by any SwingSub. Furthermore, beyond the Verification set forth above and except as expressly set forth herein, Swing Education makes no warranty, representation or condition as to the effectiveness, competence, skill, background, record, or behavior of the SwingSubs. Except as expressly set forth herein (including Swing Education's indemnification obligations under Section 8) you hereby release Swing Education from any and all liability whatsoever for any damages, suits, claims, and/or controversies that have arisen or may arise from and/or in any way relate to any acts or omissions of the SwingSubs while they are engaged by you, on your premises, and/or performing the duties for which you engage with them.

**7. Insurance.** Swing Education shall, at its own cost and expense, acquire and maintain at all times while Swing Education is providing services to School, sufficient insurance to adequately protect the respective interests of the parties, including:

- (a) **Commercial General Liability** insurance, including Product Completed Operations, Personal Injury and Advertising Injury insurance of \$1M per occurrence, \$2M aggregate
- (b) **Umbrella Liability** insurance of \$2M Each Occurrence and in the Aggregate
- (c) **Professional (Errors and Omissions) Liability** insurance covering Swing Education's legal liability for damages arising out of Swing Education's performance of the services of \$2M per claim
- (d) **Sexual Abuse & Molestation** insurance of \$1M per occurrence and \$2M in the aggregate
- (e) **Workers' Compensation** insurance
- (f) Upon School's written request, Swing Education shall (i) name School as an additional insured on its Commercial General Liability policy, (ii) provide School with certificates of insurance evidencing the coverages required under this Section 8, and (iii) provide School with at least thirty (30) days' prior written notice of any cancellation or material change in such policies.

**8. Indemnification and Limitation of Liability.** Swing Education takes its verification responsibilities seriously. Our verification responsibilities are limited to those specifically outlined in Section 1, and we cannot ensure the accuracy of the results we receive from any third party.

- (a) **Indemnification by Swing Education.** Swing Education shall indemnify, defend, and hold harmless School and its governing board, officers, employees, and agents from and against any and all third-party claims, demands, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or resulting from bodily injury, property damage, or other harm caused by the negligent acts, errors, omissions, or willful misconduct of SwingSubs or other Swing Education employees in connection with the performance of services under this Agreement. This indemnity shall not apply to claims arising from the negligence or misconduct of School or its employees, agents, or representatives.
- (b) **Indemnification by School.** School shall indemnify, defend, and hold harmless Swing Education and its affiliates, and each of their respective officers, employees, and agents from and against any and all third-party claims, demands, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or resulting from bodily injury, property damage, or other harm caused by the negligent acts, errors, omissions, or willful misconduct of School's employees, agents, or representatives in connection with this Agreement. This indemnity shall not apply to claims arising from the negligence or misconduct of Swing Education, its employees, SwingSubs, or contractors.
- (c) **Notice and Cooperation.** The Party seeking indemnification shall promptly notify the indemnifying Party in writing of any claim or threatened claim and shall cooperate fully in the defense and resolution of such claim. Failure to provide prompt notice shall not relieve the indemnifying Party of its obligations except to the extent such failure materially prejudices the indemnifying Party's ability to defend.



- (d) **Limitation of Liability.** Each Party's aggregate liability under this Section 8 shall not exceed \$3,000,000 or the limits of such Party's applicable insurance coverage, whichever is greater.
- (e) **LIMITATION ON DAMAGES.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, REVENUE, DATA, OR BUSINESS OPPORTUNITY, ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE THEORY OF LIABILITY, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION SHALL NOT APPLY TO DAMAGES ARISING FROM A PARTY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

#### **9. Federal & Other Mandated Obligations to SwingSubs.**

- (a) Swing Education is the employer of SwingSubs and is responsible for all applicable state, local and federal payroll taxes, for payment of SwingSubs' wages and maintenance of payroll records, SwingSubs' workers compensation insurance as required by law, and any healthcare and other benefits as required by law. SwingSubs shall not be eligible to participate in any School benefits plans, including without limitation healthcare, retirement, bonus, vacation, severance or otherwise.
- (b) While Swing Education will be the employer of SwingSubs, because School determines the schedules of SwingSubs, and oversees and directs them as to the manner and means of work on a daily basis, School agrees to treat SwingSubs similar to employees with respect to all relevant federal and other laws protecting the rights of employees. These obligations include but are not limited to:
  - (i) Neither School nor Swing shall subject any person to unlawful discrimination based on a protected class including but not limited to race, color, gender, age, religion, national origin, U.S. military veteran status, marital status, sexual orientation, disability, source of income, or political affiliation in programs, activities, services, benefits, or employment in connection with this Agreement.
  - (ii) Unless otherwise agreed to, School acknowledges that all SwingSubs are hourly, non-exempt employees and that School shall provide compliant meal and rest breaks to SwingSubs.
  - (iii) School shall provide a safe, clean work environment that complies with all applicable local, state and federal laws, including but not limited to, federal OSHA and equivalent state agency requirements. School agrees to treat SwingSubs in a manner similar to its own employees with respect to any situation which Swing Education cannot address due to the nature of the working relationship of the parties (e.g., Swing Education has no presence on or control of work sites); This includes but is not limited to providing SwingSubs with (i) adequate information, training, and safety equipment with respect to hazardous substances and any inherent dangers of the workplace (including known violent students, as allowed by applicable law), (ii) emergency procedures, (iii) school rules and protocols, policies and procedures regarding student disciplinary actions, and confidentiality of student records, and (iv) any additional training appropriate to the needs, duties, responsibilities or knowledge unique to the School or otherwise different than would generally be appropriate in other Schools. School Requests will include and incorporate any required training time so that SwingSubs will be compensated for such training.
  - (iv) School shall promptly report to Swing any suspicious, unusual, inappropriate behavior or unsatisfactory performance and School and Swing will work together to conduct investigation(s) and take any necessary measures as appropriate and in compliance with all relevant laws.

School and Swing shall indemnify and hold each other harmless against and from any claims made or brought by a SwingSub or a third party as a result of the other party's breach of its



obligations in this section except in case of a workers' compensation claim finding under which Swing Education's workers' compensation policy will govern.

**10. Third Parties and Subsidiaries.** School understands that Swing Education may use third parties, such as its own subsidiaries, as well as administrative organizations ("ASOs"), and professional employer organizations ("PEOs"), to carry out its obligations under this Agreement.

**11. Notices.** All notices required or permitted under this Agreement shall be in writing and shall be delivered by email or by nationally recognized overnight courier to the addresses set forth on the signature page of this Agreement. Notices shall be deemed given: (a) when sent by email, upon transmission without bounce-back error notification (or, if sent after 5:00 p.m. local time of the recipient, on the next business day); or (b) when sent by nationally recognized overnight courier, one (1) business day after deposit with the courier. Either party may change its notice address by providing written notice to the other party in accordance with this Section.

**12. Assignment.** Neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent shall not be unreasonably withheld or delayed and shall be provided or denied within fifteen (15) business days of the requesting party's written request (failure to respond within such period shall be deemed consent); provided, however, that Swing Education may assign this Agreement without School's consent to an Affiliate or to a successor entity in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of Swing Education's assets, so long as the assignee assumes all of Swing Education's obligations under this Agreement. For purposes of this Section, "Affiliate" means any entity that directly or indirectly controls, is controlled by, or is under common control with Swing Education, where "control" means the ownership of fifty percent (50%) or more of the voting securities or equivalent ownership interest of the controlled entity.

**13. Entire Agreement.** This Agreement constitutes the sole and entire agreement with respect to the subject matter contained herein, and supersedes all others, both written and oral, except as otherwise explicitly provided above. This Agreement is valid only if signed by School within 60 days of the date this Agreement is first delivered to School by Swing Education.

*[Signature Page Follows]*



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date by their respective officers thereunto duly authorized.

**SWING EDUCATION, INC.**

A handwritten signature in black ink, appearing to read "MCooper", with a long horizontal line extending to the right.

Matthew Cooper  
CEO

Email:  
customersuccess@swingeducation.com

Address:  
2041 East St PMB 884, Concord California, 94520, US

**SCHOOL:** Santa Rosa City Schools

X

Name:

Title:

Email:

Address:



## Exhibit A: Payment

Swing Education charges a Service Fee or Fees set as a percentage of the Daily Wage or Hourly Rate as applicable, according to the below:

- (a) Swing Education will invoice School for Amounts Due on a regular basis. School shall pay all Amounts Due under each invoice within 30 days of the invoice date. All invoices submitted by Swing Education shall include the following, to the extent applicable: invoice date, dates of service, description of services provided, applicable daily &/or hourly rates, total payment due, and Swing Education's remittance address and contact information.
- (b) School and Swing will work together to decide which SwingSub roles will be designated as a Daily Wage role and which SwingSub roles will be designated as an Hourly Rate role.
- (c) Swing Education will charge a Service Fee according to one of the below options:

☐ **Option 1 - Standard Pricing + Pay as you Go**

Under Option 1, Swing Education will invoice the School for each Request filled on a regular basis, but no more than 30 days after each Request. School shall pay all amounts due under each invoice within 30 days of the invoice date. Under Option 1, upon execution of this contract, Swing Education will not charge an initial deposit. However, if both parties in the future agree to Option 2, Swing Education will then invoice the School a deposit as described under Option 2 below. Swing Education will charge a 43% Service Fee based on the Daily Pay Rate, for each Request Filled. If an invoice is not paid within 30 days, Swing Education reserves the right to immediately suspend or terminate all services, with notice. These rates are indicated in the below chart for easy reference:

| Request Type                                         | Pay-to-S<br>ub Rates<br>per Hour<br>(Hourly<br>Rate) | Pay-to-Su<br>b Rates<br>per Day<br>(Daily<br>Wage) | Payroll and<br>Complianc<br>e Fee | Service<br>Fee | Total<br>Fee | Total<br>est.<br>Hourly | Total est.<br>Daily |
|------------------------------------------------------|------------------------------------------------------|----------------------------------------------------|-----------------------------------|----------------|--------------|-------------------------|---------------------|
| Non-Credentialed<br>/ Classified IA                  | \$24                                                 | N/A                                                | 18%                               | 25%            | 43%          | \$34.32                 | N/A                 |
| Credentialed/Per<br>mitted                           | N/A                                                  | \$200                                              | 18%                               | 25%            | 43%          | N/A                     | \$286               |
| Long Term<br>Non-Credentialed<br>/ Classified IA     | \$26                                                 | N/A                                                | 18%                               | 25%            | 43%          | \$37.18                 | N/A                 |
| Long Term<br>Credentialed/<br>Long Term<br>Permitted | N/A                                                  | \$250                                              | 18%                               | 25%            | 43%          | N/A                     | \$357.50            |



☒ **Option 2 - Volume Pricing + Deposit**

Under the Volume Pricing option, the Service Fee is based on the volume of Filled Days per month. As used in this section, a "Filled Day" means each calendar day on which a SwingSub successfully fills all or any portion of a Request, regardless of whether the SwingSub works a Full Day or a Half Day. For Hourly Rate positions, each calendar day on which a SwingSub records compensable time shall constitute one Filled Day. Swing Education will charge a tiered Service Fee for each Filled Day according to the volume of Filled Days in the applicable month, as outlined below. The tiered pricing options outlined below are contingent on timely and complete payment of Deposit Amount. Absent a timely and complete Deposit Amount payment, each Tiered Service Fee listed below shall increase by 3%.

| Volume Tiers (applied monthly) | Discount | Filled Days Per Month Tier | Tiered Service Fee | Payroll and Compliance | Total Service Fee |
|--------------------------------|----------|----------------------------|--------------------|------------------------|-------------------|
| Tier 1                         | 0.0%     | 0-240                      | 22%                | 18%                    | 40%               |
| Tier 2                         | -2.00%   | 241-360                    | 20%                | 18%                    | 38%               |
| Tier 3                         | -2.00%   | 361-480                    | 18%                | 18%                    | 36%               |
| Tier 4                         | -2.00%   | 481-720                    | 17%                | 18%                    | 35%               |
| Tier 5                         | -1.00%   | 721-1,200                  | 16%                | 18%                    | 34%               |
| Tier 6                         | -1.00%   | 1,201 or more              | 15%                | 18%                    | 33%               |
| Example:                       |          |                            |                    |                        |                   |

**Please note:**

1. The Service Fee is calculated on a marginal basis: each Tier's rate applies only to the Filled Days within that Tier's range.
2. At the end of each month, Swing Education will calculate a single blended average Service Fee percentage, which will be applied uniformly across all Requests filled during that month.
3. Volume tiers reset at the beginning of each calendar month.
4. Unless otherwise specified, the current Request Type(s), Pay-to-Sub Rates per Hour (Hourly Rate), and Pay-to-Sub Rates per Day (Daily Wage) are those listed in the chart in the Standard Pricing section immediately above.

The Service Fee under the Volume Pricing option is determined monthly as a single blended percentage, calculated as follows:

Each volume tier's Service Fee percentage applies to the Filled Days that fall within that tier's range, as set forth in the table above. At the end of each calendar month, Swing Education will calculate a blended average Service Fee percentage by multiplying each tier's Service Fee percentage by the number of Filled Days within that tier's range, summing the results across all applicable tiers, and dividing by the total number of Filled Days for the month. The resulting blended average Service Fee percentage is the Service Fee for that month and will be applied uniformly to all Requests filled during that month, regardless of Request type, Daily Wage, or



Hourly Rate. Volume tiers reset at the beginning of each calendar month. If a School who was already billed in a calendar month later reaches a higher volume tier (resulting in a lower blended average Service Fee for that month), Swing Education will reconcile any overpayment as follows:

- (a) For Requests filled during that month that have not yet been invoiced, Swing Education will apply the correct blended average Service Fee for that month to such Requests on the applicable invoice;
  - (b) For Requests filled during that month that have already been invoiced at a higher Service Fee, Swing Education will issue a credit memo reflecting the difference between the amount previously invoiced and the correct blended average Service Fee for that month, which credit memo will be applied to future invoices; and
  - (c) Swing Education will regularly review volume thresholds to ensure timely adjustments.
- (d) Under Option 2, upon execution of this Agreement, Swing Education will invoice the School the Deposit Amount in the amount estimated to accurately approximate the School's total financial obligation (i.e., Amounts Due) for two months of usage of the Platform & Services (the "Deposit Amount"). School shall pay the Deposit Amount within thirty (30) days of the invoice date. If the Deposit Amount is not paid within 30 days, Swing Education reserves the right to suspend or terminate School's use of the Services, or switch the School to another payment option with a higher Service Fee, with notice. The Deposit Amount will be held by Swing Education as security for School's payment obligations under this Agreement and will automatically roll over to the following school year. School may elect to have Swing Education draw down against the Deposit Amount for Requests made during the last two calendar months of the school year beginning on May 1 (the "Deposit Period") by providing written notice to [ar@swingeducation.com](mailto:ar@swingeducation.com) no later than March 31 of the applicable year. If School makes such election, Swing Education will draw down against the Deposit Amount for Requests during the Deposit Period (Swing Education will provide regular usage statements, as a way of maintaining ongoing records), and if the Deposit Amount is insufficient to cover the Requests during the Deposit Period, Swing Education will invoice School and School will pay such invoices as provided for above. Notwithstanding the foregoing, the Deposit Amount (or any remaining balance thereof) will be reimbursed to School if: (i) School terminates the Agreement, in which case such funds will be reimbursed within 30 days after termination, or (ii) School submits a reimbursement request at [www.swingeducation.com/support](http://www.swingeducation.com/support). Reimbursement request(s) should be submitted on or before May 31, in which case any remaining funds will be reimbursed as soon as is practical after the end of the school year, and in no case later than June 30. No interest will accrue or be paid on any of the Deposit Amount, including the remaining funds reimbursed to School. Swing Education will Invoice the School a Deposit Amount every July beginning the first July immediately proceeding the first Deposit Amount payment; That annual Deposit Amount may be adjusted as appropriate to accurately approximate School usage over two months, and School will pay the annual Deposit Amount within 30 days of Swing Education's Invoice and prior to any services being provided.
- (f) **Late Payments.** Any invoice not paid within 30 days will be considered late. Late payments shall accrue interest at a rate equal to the lesser of 5 percent (5%) per month or the maximum rate permitted by applicable law, from due date until paid, plus Swing Education's reasonable cost of collection. In the event of any late payment(s), Swing Education also reserves the right to immediately suspend or terminate School from the Platform, switch the School to an alternate payment plan, and/or increase the then-applicable Service Fee(s) by 5%, with notice.



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

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

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 - 6500 - 0 - 5770 - 1110 - 5817 - 198 - 5198 % 50.00 cd

01- - 6500-- - 0 - 5770 - 1110 - 5817 - 298 - 5198 % 50.00 cd

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ % \_\_\_\_

\_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ - \_\_\_\_ % \_\_\_\_

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

☐ Restricted: \_\_\_\_\_ ☒ Other: Special Education

**For Billing (if applicable):** ☒ Bill to: Special Education Billing frequency: one time

**Contract is:** Renewal **Contract Amount:** \$19,070.00

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

**Approved at Site by\*:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Departmental Approval\*\*:** Monica Fong **Date:** 07/30/2026

\*\* 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:** 08/07/2026 **Proposed Contract End Date:** 08/07/2029

**Requisition #:** R27-00687

**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



# RENEWAL QUOTE

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

QUOTE # 1594307-1  
DATE: APRIL 1, 2026

TO:  
Katya Robinson  
Santa Rosa City School District  
211 RIDGWAY AVE  
SANTA ROSA, CA 95401

## COMMENTS OR SPECIAL INSTRUCTIONS

| SALESPERSON | ACCOUNT #   | RENEWAL PERIOD                  | QUOTE VALID UNTIL |
|-------------|-------------|---------------------------------|-------------------|
| Alexa Wiss  | A23-4823274 | August 7, 2026 - August 7, 2029 | August 7, 2026    |

| SUBSCRIPTIONS                                                                                      | QUANTITY | LIST UNIT PRICE | NET PRICE   |
|----------------------------------------------------------------------------------------------------|----------|-----------------|-------------|
| IXL site license (Grades PK-12)<br>Subjects: IXL Complete (Math, ELA, Science, and Social studies) | 250      | \$73.50         | \$18,375.00 |
| Total Price                                                                                        |          |                 | \$18,375.00 |

| SERVICES      | QUANTITY | LIST UNIT PRICE | NET PRICE |
|---------------|----------|-----------------|-----------|
| IXL Elevate I | 1        | \$695.00        | \$695.00  |
| Total Price   |          |                 | \$695.00  |

| TOTALS                         |             |
|--------------------------------|-------------|
| Total Subscriptions List Price | \$18,375.00 |
| Total Services List Price      | \$695.00    |
| Grand Total                    | \$19,070.00 |

Ordering instructions

RECEIVED

JUL 29 2026

X Monica Fory

We accept payment by purchase order, check, or credit card. To submit a purchase order for this quote, [click here](#) or go to <https://www.ixl.com/po-upload> and enter quote # 1594307-1. Paying over \$5,000 via credit card will result in a 3% fee. For international accounts, we can accept wire transfers for an additional fee.

**SALES CONTRACT**

CONTRACT #1594307-1

April 1, 2026

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

**CUSTOMER**

Katya Robinson  
Santa Rosa City School District  
211 RIDGWAY AVE  
SANTA ROSA, CA 95401

**RENEWAL INFO**

| Salesperson | Account #   | Quote #   | Renewal period                  |
|-------------|-------------|-----------|---------------------------------|
| Alexa Wiss  | A23-4823274 | 1594307-1 | August 7, 2026 - August 7, 2029 |

**PAYMENT PLAN**

|                                                       | Amount                                   | Invoice date    |
|-------------------------------------------------------|------------------------------------------|-----------------|
| First installment with Professional Learning Services | \$9,187.50 (50%) + \$695<br>= \$9,882.50 | August 21, 2026 |
| Installment 2                                         | \$4,593.75 (25%)                         | August 21, 2027 |
| Installment 3                                         | \$4,593.75 (25%)                         | August 21, 2028 |
| <b>TOTAL</b>                                          | <b>\$19,070</b>                          |                 |

*Price valid until August 7, 2026*

**ACCEPTANCE OF SALES CONTRACT**

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

**AUTHORIZED SIGNATURE**

Monica Fong

**DATE**

7/29/26



## TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning  
777 Mariners Island Blvd., Suite 600  
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our website's Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learning's website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individual's account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Children's Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.
6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
  - a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
  - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY,

SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.

c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.

d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

**Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**

7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTH'S FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

Please contact IXL Learning with any questions regarding this sales contract:  
Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail [orders@ixl.com](mailto:orders@ixl.com)  
Completed sales contracts should be emailed to your sales consultant.



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

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

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:** Partnership\*\*\*

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Funding Source (Code):** 01 - 6300 - 0 - 1140 - 1000 - 5817 - 119 - 5114 % 32.13 cd

01 - 6300 - 0 - 1140 - 1000 - 5817 - 249 - 5115 % 67.87 cd

       -        -        -        -        -        -        -        %              

       -        -        -        -        -        -        -        %              

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

☒ Restricted: Lottery Funds ☐ Other: \_\_\_\_\_

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

**Contract is:** Renewal **Contract Amount:** 18,050.00

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

**Approved at Site by\*:** \_\_\_\_\_ **Date:** \_\_\_\_\_

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

**Departmental Approval\*\*:** Alisa Haley **Date:** 08/17/2026

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

**Contract Created by:** Marlen Ceballos **Role:** Site Secretary

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

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

**Requisition #:** \_\_\_\_\_

**BUSINESS SERVICES USE ONLY**

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

**Board Approval Date:** \_\_\_\_\_

LAST REVISED ON 4-9-25

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



**PROPOSAL PREPARED for:** Santa Rosa City School Dist  
**Effective Date:** 7/1/2026 - 6/30/2027  
**AVID CENTER Contact:** Jim Allen, Partner Engagement Manager  
**Email:** jallen@avid.org  
**Phone:** (858) 380-4775

District Products

| PRODUCT NAME                 | QTY | UNIT PRICE | DISC (\$) | NET TOTAL  |
|------------------------------|-----|------------|-----------|------------|
| DDL Replacement DD Payment 2 | 1   | \$4,000.00 |           | \$4,000.00 |
| District Products TOTAL:     |     |            |           | \$4,000.00 |

Elsie Allen High School

| PRODUCT NAME                   | QTY | UNIT PRICE | DISC (\$) | NET TOTAL  |
|--------------------------------|-----|------------|-----------|------------|
| AVID Membership Fees Secondary | 1   | \$4,725.00 |           | \$4,725.00 |
| Elsie Allen High School TOTAL: |     |            |           | \$4,725.00 |

Helen M Lehman Elem School

| PRODUCT NAME                           | QTY | UNIT PRICE | DISC (\$) | NET TOTAL  |
|----------------------------------------|-----|------------|-----------|------------|
| AVID Membership Fees Elementary School | 1   | \$3,750.00 |           | \$3,750.00 |
| AVID Weekly Elementary                 | 1   | Included   |           | \$0.00     |
| AVID Virtual Live                      | 1   | \$850.00   |           | \$850.00   |
| Helen M Lehman Elem School TOTAL:      |     |            |           | \$4,600.00 |

Montgomery Junior-Senior HS

| PRODUCT NAME                       | QTY | UNIT PRICE | DISC (\$) | NET TOTAL  |
|------------------------------------|-----|------------|-----------|------------|
| AVID Membership Fees Secondary     | 1   | \$4,725.00 |           | \$4,725.00 |
| Montgomery Junior-Senior HS TOTAL: |     |            |           | \$4,725.00 |

**TOTAL: \$18,050.00**

*(plus all applicable taxes)*

**Note:**

*Pricing is subject to change at any time prior to a contractual agreement.*

## Core Products & Services

### Annual AVID Membership

- Year-round AVID consultative coaching and support from a designated Implementation Specialist
- Professional learning through workshops, online modules, and a wide selection of other resources
- Site certification and comparative data collection
- AVID Elementary schools receive access to AVID's online critical reading resource, AVID Elementary Weekly
- Access to MyAVID, a members-only website with digital resources for professional learning
- District Director coaching and support by AVID Staff
- Licensing for reproduction of student materials
- Curriculum Resources
- Use of AVID logo and intellectual property

### AVID Weekly Secondary

AVID Weekly provides engaging articles and lessons for middle and high school teachers to use in every content area. Lessons are designed for teachers by teachers and include strategies for teaching in a blended learning environment, leveraging WICOR®, bringing disciplinary literacy to life, and moving AVID strategies schoolwide.

### AVID Summer Institute

AVID Summer Institute is a 3-day, high-touch, interactive community experience featuring a rigorous curriculum that promotes student achievement at the highest levels and lays out a pathway to student success. First-year implementation requires an AVID Site Team of a minimum of eight (8) for secondary or four (4) for elementary that includes the site principal, implementing classroom teachers (SPED and General Ed), and instructional coaches/specialists. Attendance at Summer Institute is recommended for continued program quality. Years two and three may include estimates for additional educators

### Starter Package

Implementation support and resources needed to begin AVID Membership.

- Initial year access to the following AVID Secondary Digital Library titles
- Initial year subscription to AVID Weekly Secondary
- Initial year subscription to STEM Connections
- Welcome package to include posters, pennants, pencils
- 10% off initial purchase made at myavidstore.com

### AVID District Director Leadership (DDL) Training

AVID provides AVID District Director Leadership (DDL) training as part of the DDL fee. DDL training sessions are designed to prepare and support the AVID District Director (DD) and a team of three other district-level leaders (DDL Team). Throughout the 2-year DDL journey, consisting of four DDL sessions, there are multiple entry points, as they can be attended at various points throughout the year and may be completed between 15–24 months. The four sessions are taken in sequential order over a 2-year period in-person at various facilities throughout the country and as online/virtual training.

## Additional Products and Services

### Other Professional Learning

AVID Virtual Live combines best-in-class, focused virtual learning with resources for virtual or on-site planning and inspiration so that educators can start the school year ready to collectively implement best practices that prepare every student to live a life of possibility.

AVID Path to Schoolwide trainings are 2-day, 12-hour trainings, offered regionally and within districts. This is a professional learning opportunity for educators in schools and/or districts who want to deepen AVID on their campus. The training focuses on implementing AVID WICOR® (Writing, Inquiry, Collaboration, Organization, and Reading) strategies in all classrooms and leadership support for schoolwide implementation.

### AVID Emerge

AVID Emerge™ serves multilingual learners within an English Language Development (ELD) class and the school community. AVID Emerge™ can be an overlay to an adopted English Language Development (ELD) curriculum or a site and district ELD curriculum development resource. The instructional supports are differentiated for students at all language proficiency levels. This approach aims to elevate the potential of multilingual scholars by encouraging active participation in their schooling.

### AVID Excel Benefit Package (required annually)

AVID Excel is a middle school program designed to increase the college readiness of designated English Language Learner (ELL) students. The goal of AVID Excel is to change the trajectory of long-term English language learners by accelerating language acquisition, developing literacy, and placing AVID Excel students on a path to high school AVID and college preparatory coursework.

- Access to Digital Curriculum and resources on MyAVID
- AVID Excel Online Professional Learning Modules, Tutor Training Modules, and Family Connections Modules
- Virtual AVID Excel Leadership Symposiums (Fall/Spring)
- Virtual AVID Excel Elective Teacher Workshops (Fall/Spring)
- Licensing for the reproduction of materials for classroom use

### AVID Excel Professional Learning and Coaching Support (required Years 1 and 2)

Districts will have access to virtual professional learning to support implementation of Summer Bridge and the year-long elective. AVID Excel districts receive 8 hours of virtual coaching tailored to district and site needs.

### AVID Excel Starter Package

Implementation support and resources needed to begin AVID Excel Membership

- Initial year access to the following AVID Excel Digital Library titles
- Welcome package to include posters, pennants, pencils

### AVID Certified Educators (ACE)

This 9-month, cohort experience empowers educators to design and implement model classrooms based on the AVID Foundations of Instruction. Participants self-assess, reflect on their practice, and gather artifacts from the application of their learning to demonstrate positive impact. Throughout the year, educators meet with their cohort and smaller home groups to provide support and feedback and share ideas and inspiration with one another. The experience culminates in a capstone demonstration, showcasing professional growth and student impact.

### AVID STEM Connections

All students need to be introduced to STEM experiences at an early age to build the foundation they will need for future careers. Most careers will require people to think critically and creatively, to collaborate with others, and to solve real-world problems. AVID STEM Connections® offers lesson plans and ancillary materials to support teachers and students, making it easy to incorporate STEM experiences into daily classroom activities across content areas for grades K-12.

**AVID STEM Academy**

Students will participate in K-2, 3-5, or 6-8 learning opportunities that focus on design thinking and build STEM-based literacy through multidisciplinary activities, multimodal learning, and standards-based instruction. AVID STEM Academy provides support for teachers new to STEM as well as experienced practitioners with an instructional approach that focuses on design thinking, problem-solving skills, and relational capacity.

**AVID Math & Science Summer Bridge**

AVID's Math and Science Summer Bridge programs offer high-engagement math and science content designed to accelerate learning by enhancing students' critical thinking, reasoning, and problem-solving skills through interactive and collaborative lessons and activities.

**AVID ELD Summer Bridge**

AVID's English Language Development (ELD) Summer Bridge provides middle and high school English language learners with an opportunity to engage in interactive and fun lessons that focus on academic language acquisition, community building, and school connectivity.

**One-Day Site Team Facilitation Session**

The AVID Site Team plays a pivotal role in supporting implementation, acceleration, and sustainability of the AVID College and Career Readiness System at a site. As part of an associated Regional or District Path Training, AVID Staff Developers are available to facilitate Site Team time.

**AVID National Conference**

AVID National Conference is a forum to discuss and share best practices on opening access to rigorous curriculum for all. Participants include superintendents, school board members, district and site administrators, and other educational leaders. Networking opportunities allow participants to discuss how they can systematically create engaging learning environments, increase academic rigor, accelerate the performance of underrepresented students, and deliver results schoolwide.

**Coaching Days for AVID Elementary and Secondary**

Support and coaching provided by either AVID Center staff or AVID-trained consultants in excess of, either in number or scope, what is included in membership.

**AVID Pre-College and Postsecondary Support**

AVID Postsecondary partners with college education programs to develop pedagogical and pre-service experiences that increase the capacity of future teachers to support a college-going culture. Teacher candidates analyze and practice high engagement instructional strategies to enable them to meet a broad spectrum of student needs. The AVID suite of professional learning products and services is designed to assist faculty in engaging students in the learning process by integrating AVID's WICOR® instructional framework.

**Districtwide Strategic Planning**

Districtwide Strategic Planning is designed for district teams who want to enhance and refine their AVID College and Career Readiness System (ACRS) for all students districtwide. This four-part experience helps ensure that AVID supports the success of districts in achieving their strategic plan goals through infusing AVID into their district systems and infrastructures. During the sessions, district leadership will review policies and processes with an eye on ensuring equitable outcomes for all.

**Additional Site/District Costs to Consider**

- Substitute teachers for staff to attend professional learning days
- Tutors
- Field trips
- AVID Summer Bridge (e.g., student transportation, teacher salaries)
- Travel and lodging for AVID Summer Institutes
- AVID Weekly®: Literacy Connections Schoolwide with embedded English language learner strategies (optional)



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

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

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 - 0500 - 0 - 1140 - 1000 - 5817 - 107 - L125 % 2.9466 cd  
01 - 0500 - 0 - 1140 - 1000 - 5817 - 108 - L125 % 6.90 cd  
01 - 0500 - 0 - 1140 - 1000 - 5817 - 109 - L125 % 4.46 cd  
01 - 0500 - 0 - 1140 - 1000 - 5817 - 112 - L125 % 7.83 cd

XX See additional Funding Sources Attached

**Funding Category:** ☒ Base ☒ Supplemental ☒ Concentration☒ Restricted: Title I/Site LCAP/Lottery Fund ☒ Other: Charter School Funds**For Billing (if applicable):** ☐ Bill to: \_\_\_\_\_ Billing frequency: \_\_\_\_\_**Contract is:** Renewal**Contract Amount:** \$33,436.57**School Site/Department:** MIST/IT**Number of Individuals Served:** 5,939**Approved at Site by\*:** \_\_\_\_\_ **Date:** \_\_\_\_\_\* Signature - **FOR CONTRACTS ORIGINATED BY SCHOOL SITE****Departmental Approval\*\*:** Adrian Bica **Date:** 09/01/2026\*\* Signature - **DISTRICT OFFICE DEPT. SIGNATURE****Contract Created by:** Beatrice Gonzales**Role:** Department Secretary**Site/Dept:** MIST/IT**Phone #:** 707-890-3877**Proposed Contract Start Date:** 09/01/2026**Proposed Contract End Date:** 08/31/2027**Requisition #:** R27-00053**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

## GoGuardian 2026-27

### Additional Funding Sources

|                                   |
|-----------------------------------|
| 01-3010-0-1140-1000-5817-102-5102 |
| 08-0000-0-1140-1000-5817-104-1004 |
| 07-0500-0-1140-1000-5817-127-5114 |
| 06-6300-0-1140-1000-5817-124-5124 |
| 01-3010-0-1140-1000-5817-105-5105 |
| 01-3010-0-1140-1000-5817-232-5132 |
| 09-6300-0-1140-1000-5817-123-5133 |
| 01-0500-0-1140-1000-5817-253-L125 |
| 01-0500-0-1140-1000-5817-252-L125 |
| 01-0500-0-1140-1000-5817-234-L125 |
| 01-0500-0-1140-1000-5817-231-L125 |
| 01-3010-0-1140-1000-5817-231-5131 |



# ORDER FORM

Liminex, Inc.  
dba GoGuardian and Pear Deck Learning  
8605 Santa Monica Blvd #996559  
West Hollywood, California 90069-4109  
United States

## Primary Contact

**QUOTE #** Q-530565  
**Created Date** 8/3/2026  
**Contract Start Date** 9/1/2026  
**Contract End Date** 8/31/2027  
**Quote Term** Net 30

## Ship To

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

Quote is valid 90 days from the created date above

## Bill To

Santa Rosa City Schools (CA)  
211 Ridgway Ave  
Santa Rosa, California 95401  
United States

## Prepared By:

Maggie Sorokin  
msorokin@goguardian.com

Thank you for your interest in our products! This order form ("**Order Form**") identifies the Liminex products you have selected for subscription ("**Licensed Product(s)**"), the term of your initial subscription(s) to the Licensed Product(s) ("**Initial Term**"), the number of licenses included in your base subscription(s) ("**Licenses**"), as well as the fees associated with your base subscription(s), any Licenses you add to your subscription(s) during the Initial Term, and support and professional services related to the Licensed Product(s).

This Order Form, once executed by authorized representatives of Liminex, Inc. dba GoGuardian ("**GoGuardian**") and Pear Deck Learning ("**Pear Deck Learning**") on behalf of itself and its family of company Affiliates and products including Pear Deck, Inc. ("**Pear Deck**"), Snapwiz, Inc. referred to herein as "**Pear Assessment**", Zorro Holdco LLC referred to herein as "**Pear Deck Tutor**", and Pear Practice ("**Pear Practice**") (together, "**Liminex**", "**we**", "**us**", "**our**"), and the organization listed below ("**School**", "**you**" or "**your**"), and together with the Liminex Product Terms of Service and End User License Agreement available at <https://www.goguardian.com/policies/eula> and <https://www.peardeck.com/policies/product-terms-and-end-user-license-agreement> (the "**Terms**" and, together with this Order Form, the "**Agreement**"), forms a binding contract. All capitalized terms not defined in this Order Form have the meaning given to them in the Terms. In the event of any conflict between this Order Form and the Terms, the terms set forth in this Order Form will prevail, but solely with respect to this Order Form. We do not agree to any other terms, including without limitation any terms on your School's purchase order.

| QTY   | PART #                 | DESCRIPTION                                                                                                                                             | START DATE | END DATE  | UNIT PRICE | EXTENDED    |
|-------|------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------|------------|-------------|
| 1     | ProServ-Basic1Y-000001 | Includes Product Onboarding (1 per product) and Customer-led Device Deployment with recommendations from Solutions Engineers (includes one device type) | 9/1/2026   | 8/31/2027 | \$0.00     | \$0.00      |
| 5,939 | GG-TCR1Y-003000        | GoGuardian Teacher with Video Conferencing                                                                                                              | 9/1/2026   | 8/31/2027 | \$5.63     | \$33,436.57 |

**TOTAL (USD):** \$33,436.57

**Add-on Licenses.** If during the Initial Term or during any Renewal Term, you would like to expand your base subscription(s) to include additional Licenses, please contact Liminex so that we can send you an additional Order Form for those 'add-on' Licenses ("**Add-Ons**"). If we do not hear from you and you deploy additional Licenses, we will send you an Order Form and invoice your Organization for subscriptions to the Add-Ons you use. Add-Ons, once deployed, will be rolled into your base subscription, and, collectively, are referred to as the "**Subscription**."

**AZ/HI/SC/WA Customers:** Sales tax will be added to the Fees quoted above.



# ORDER FORM

Liminex, Inc.  
dba GoGuardian and Pear Deck Learning  
8605 Santa Monica Blvd #996559  
West Hollywood, California 90069-4109  
United States

## RENEWAL SUBSCRIPTION TERM

Following the Initial Term, your Subscription (including any Add-Ons during the previous term) will automatically renew on an annual basis for successive 12-month periods (each, a **"Renewal Term,"** and together with the Initial Term, the **"Term"**) at our then-current fees (including an Innovation Increase as defined below) for such Subscription, unless you provide us with written notice of cancellation or written intent not to renew at least sixty (60) days prior to the end of the then-current Term. Your cancellation will take effect as of the last day of your then-current Term and you will not be charged for the upcoming Renewal Term. You will not be entitled to receive a refund or credit of any subscription fees paid for your then-current Term even if you elect not to use the Subscription for the remainder of that Term.

## RENEWAL FEES

We are dedicated to improving the Licensed Products on an ongoing basis through continued innovation in research and development. For this reason, following the Initial Term, the Subscription Fee-Per License Price for each Licensed Product will be subject to an automatic fee increase equal to 5% above the Subscription Fee-Per License Price you paid for the Licensed Product in the previous term (**"Innovation Increase"**). Order Forms and invoicing for Renewal Terms will reflect the Innovation Increase and your renewal subscription fees will be calculated using the increased fees for the number of Licenses included in your Subscription. You agree to pay the Subscription Fees, reflecting the Innovation Increase, due for each Renewal Term as described herein, unless you decide not to renew the Subscription with Liminex in accordance with this Order Form.

## PAYMENT

Full payment of the Total Base Subscription Fees for Initial Term is required before access to the Subscription is provided for the Initial Term. Your School is responsible for all payment of fees associated with any Add-Ons. Payment for all fees, including any fees for Add-Ons, is due within thirty (30) days of invoice date. Payment of the applicable Total Base Subscription Fees (including fees for any Add-Ons) for each Renewal Term is also due up front in full in advance of each Renewal Term, Your School is responsible for all taxes and duties unless expressly included in this Order Form.

Authorized Representative: \_\_\_\_\_

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Accounts Payable Name: \_\_\_\_\_

Accounts Payable Email: \_\_\_\_\_

- If paying by purchase order, your PO must have:
- 1. PO Number
  - 2. Bill to information
  - 3. The products being purchased
  - 4. Quote or quote number matching your purchase order
  - 5. Total dollar amount