

December 8, 2022

Lisa Calvin, Associate Superintendent
Santa Rosa City Schools
211 Ridgeway Avenue
Santa Rosa, CA 95401

**SCOE Special Education Services
Memorandum of Understanding**

This memorandum of understanding confirms that Santa Rosa City Schools District (**DISTRICT**) agrees to reimburse Sonoma County Office of Education Student Support Services - Special Education Services (**SCOE**) for expenses incurred related to the services as specified below.

Services are to be provided within the terms of this MOU, January 4, 2023 to June 2, 2023, extending the previous agreement based on the students IEP from August 11, 2022 to December 15, 2022.

SCOE will provide a Behavioral Specialist to the **DISTRICT** for the following services:

- 1) Consultation and Collaboration with staff regarding student at Piner High School,
Number of hours to be served is up to 10 hours.

The services will be charged on an hourly basis of \$165.00 for actual services provided. An invoice will be issued to the **DISTRICT** no later than 30 days once services have been provided. The **DISTRICT** will reimburse **SCOE** within 60 days upon receipt of the invoice.

Santa Rosa City Schools District

Lisa Calvin
Associate Superintendent, Business Services

Date

Stephen Mizera
Executive Director, Special Services

Date

Approval by Sonoma County Office of Education

Greg Medici
Deputy Superintendent, Business Services

Date



Letter of Agreement between Cardea Services and Santa Rosa City Schools

This letter of agreement (LOA) sets forth the scope of work established by Santa Rosa City Schools (Client) and Cardea Services (Consultant) in the development and implementation of professional learning specific to the Rights, Respect, and Responsibility (3rs) curriculum for educators responsible for implementing California Healthy Youth Act (CHYA) compliant sexual health instruction. This scope of work will be implemented in the 2022-2023 school year. Fees for professional learning and capacity development will not exceed \$3,645.

Consultant will provide:

- One day of professional learning for High School and Middle School Teachers responsible for CHYA compliant Sexual Health Education, not to exceed \$3000.00
- Parent Information and Curriculum Review Sessions (one 90-min session for Middle and High School families in English), not to exceed \$645

Client will:

- Schedule needed time with teachers and other district staff and faculty in the implementation of this scope of work
- Meet with Cardea regularly to guide the scope of work

Compensation:

Additional services provided by Consultant will be supported by existing grant funds. Any services that may require a separate fee, outside of the range of grant supported services, will be covered under a separate LOA.

Invoices will be forwarded to:

Samuel Martinez
7-12 Director, Educational Services
Santa Rosa City Schools
smartinez@srcs.k12.ca.us

Remittance should be sent to:

Cardea Services
Attn: Accounts Receivable
1809 Seventh Avenue, Suite 600
Seattle, WA 98101-1341

General Terms

Confidential Information: Consultant recognizes that during its work it may have access to certain information not generally known to the public relating to Client, Client's personnel, students or parents. Consultant agrees that this information is confidential and that such information (collectively referred to as "Confidential Information") shall be held in strict confidence and not disclosed or used at any time except to accomplish the services or otherwise as authorized in writing. Consultant acknowledges and agrees that all such Confidential Information may not be used outside of the course of providing services



under this Agreement. Notwithstanding this provision, Consultant may disclose Confidential Information pursuant to a subpoena or court order, if Consultant provides Client with reasonable prior notice of such subpoena or court order so that Client may challenge such subpoena or court order. Consultant agrees to return or destroy Confidential Information upon the termination of the engagement of services hereunder.

Mutual Indemnification: Consultant hereby agrees to defend, indemnifies, and hold Client harmless from, any and all claims, demands, assessments, losses, costs, fees, liabilities, expenses, damages or injuries, including taxes, interest and penalties arising out of or related to: (1) any intentionally wrongful act of Consultant; (2) Consultant’s status as an independent contractor; or (3) Consultant’s breach of its obligations or covenants contained in this Agreement.

Client shall defend, indemnify and holds Consultant harmless from, any and all claims, demands, assessments, losses, costs, fees, liabilities, expenses, damages or injuries, including taxes, interest and penalties arising out of or related to: (1) any intentionally wrongful act of Client; or (2) Client’s breach of its obligations or covenants contained in this Agreement.

Insurance Requirements: Consultant shall obtain and maintain General Liability (GL) insurance for a minimum of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate using an occurrence form. Client may be included as Additional Insured upon request.

Authorization/Agreement Duration/Termination Provision

The agreement terminates on June 30, 2023.

We, the undersigned, agree to the foregoing:

For Santa Rosa City Schools

For Cardea Services

Name and Title

Wendy Nakatsukasa-Ono, President/CEO

Signature

Wendy Nakatsukasa-Ono

Signature

Date

December 7, 2022

Date

Tax Identification Number

94-2401949

Tax Identification Number



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 Open Up (Math Vision Project), hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01 - 6011401000 - 5800 - 214 - EE03

Funding Category: Base Supplemental Concentration
 Restricted: _____ Other: Educ. Effect. Grant

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 10 Secondary teachers

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

Departmental Approval**: _____ Date: 1/6/2023
** Signature - DISTRICT OR SILE DEPT. SIGNATURE

Contract Created by: Samuel Martinez Phone #: (707)-890-3800 x80311
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 1/12/23 Proposed Contract End Date: 6/30/23

Requisition #: _____

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable
Funding Source /Funding Category verified: YES NO Board Approval Date: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- The District will be responsible for setting up virtual "Just in Time" professional learning sessions with Piner High School Math Teachers.
- The District will collaborate with the Open Up consultants to ensure that teachers are provided with effective professional learning, focused on current units of study, and aligned to State Standards and SRCS Mission, Vision, and Priorities.
- The District will provide follow up classroom based support through coaching and additional curricular supports as needed.
- The District will partner with provide follow up planning support for Piner High School math teachers on the use of their adopted program.
- The District will provide support with measuring and providing feedback on program effectiveness through the use of the Math TOSA.
- The District will support the site in planning for program scope and sequence to establish an aligned instructional system through the use of the adopted Math Vision Project program.

(b) CONTRACTOR's Responsibilities and Duties:

The consultant will provide Piner High School teachers with 3 virtual Just in Time professional learning sessions. The sessions will each include 2 hours of training and support in effective use of the adopted Math Vision Project Curriculum. Teachers will be provided with an opportunity to plan and experience 1-2 upcoming units from their adopted text, the Math Vision Project. Teachers will review samples of student work and learn strategies to ensure students meet the learning goals of each task in the module. The professional learning will be targeted to meet the needs of teachers and students as it relates to leveraging the curriculum to improve student learning.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on January 12, 2023, and will continue through June 30, 2023, 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 three thousand six hundred Dollars (\$3,600). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The District shall pay the contractor according to the services outlines in the contract. The cost for the 3 Just in Time Virtual 2-hour sessions is \$3,600. The total cost of \$3,600 will be paid for through the Educator Effectiveness Grant.

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

[Develop metrics – Describe the metrics to be used to measure the effectiveness of services. Indicate benchmark metrics as well as the goal by the end of the contract. Data to be gathered by the CONTRACTOR and provided to the DISTRICT]

The following metrics will be used to measure the effectiveness of the professional learning sessions for teachers:

- Teacher Feedback
- Classroom Observations
- NWEA MAP Testing
- SBAC Testing

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

	Board Strategic Priorities
<input checked="" type="checkbox"/>	Priority 1- Life Ready Learners
	Priority 2- Whole Person Focus
<input checked="" type="checkbox"/>	Priority 3- High Quality Staff
	Priority 4- Teaching and Learning Environment and Resources
<input checked="" type="checkbox"/>	Priority 5- Equity and Excellence
	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Open Up Resources

Street: 101 Jefferson Drive, 1st Floor

City/State/Zip: Menlo Park, CA 94025

Phone: 800-460-9216

Email: Billing@openup.org

21. 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.

22. 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.

23. 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.

24. 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.

25. 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 03 DAY OF January, 2023.

DISTRICT

Signature: _____
Lisa Cavin
Associate Superintendent
mmartin@srcs.k12.ca.us
707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

DocuSigned by:
Jason Isaacs
Signature: _____
Print Name: Jason Isaacs
Title: CEO
Email: Jason.isaacs@openup.org
Phone: 800-460-9216



Proposal for Partnership

Quote Number Q-31827 **Created Date** 12/16/2022
Account Name Santa Rosa High School District **Expiration Date** 01/15/2023
(CA)
Primary Contact Samuel Martinez **Prepared By** Emily Beeson
Email emily.beeson@openup.org

Bill To Samuel Martinez **Ship To** Samuel Martinez
211 Ridgway Ave 211 Ridgway Ave
Santa Rosa, CA 95401 Santa Rosa, CA 95401-4320

Introduction

Open Up Resources is pleased to submit this proposal for partnership. We are poised to deliver a best-in-class solution that suits your approach to teaching and learning.

The following quote outlines pricing for the requested materials and services; please contact us should your needs change. We will confirm this order upon receipt of your purchase order(s).

Thank you!

Product	Product Code	Description	Unit Price	Qty.	Total Price
OUR MVP CUSTOM	Just-In-Time Virtual Sessions	Virtual series for teachers in 2-hr sessions	\$1,200.00	3	\$3,600.00

Subtotal: \$3,600.00

Total: \$3,600.00

Terms & Conditions

Pricing Information:

- All prices are in US dollars and valid for 30 days from the date of this proposal. After this time period, prices, products, and services are subject to change without notice.
- Note: This is a cost proposal, not a formal contract.

Ordering Information:

Please submit your official purchase order, with authorized signature(s), electronically to your field specialist. Include:

- Your complete billing address.

- A primary contact name, email address, phone number, title, school, district, street address, city, state, and zip code.
- A copy of this proposal.
- Any additional special requirements for delivery.

Payment Information:

- We kindly request payment within 30 days. Open Up Resources is a 501C3 not-for-profit organization.
- A 3% service charge will be applied for credit card payments.
- After 90 days, a fee of 1.5% per month will be charged on unpaid balances

See below for additional MVP terms and conditions.

TERMS & CONDITIONS (OPEN UP HIGH SCHOOL/MATHEMATICS VISION PROJECT) (revised April 14, 2022)

1. **Contract and Acceptance.** The attached Estimate/Quote ('Quote'), along with these Terms and Conditions, constitute an offer from Open Up Resources high school mathematics professional learning partner MVP to Purchaser, which shall become a legally binding Contract upon Purchaser's acceptance, e.g., by signing the attached Quote, or by another manifestation of assent such as a Purchase Order. Purchaser represents that it has had sufficient opportunity to review and seek legal counsel regarding the Contract.

'Services' means the professional development and related services described in the Quote. In the event of an inconsistency between the Quote and these Terms & Conditions, the Quote controls. The Quote and these Terms & Conditions together constitute the entire Contract, and may be amended only by a signed writing.

2. **Payment.** In return for MVP providing the Services, Purchaser shall pay Open Up Resources the amounts set forth in the Quote/Purchase Order (the 'Fees'). Purchaser shall pay the Fees within thirty (30) days of its receipt of an invoice from Open Up Resources unless otherwise specified in the Quote/Purchase Order. All payments shall be made in U.S. Dollars by check or wire transfer to an account designated in writing by Open Up Resources. Unless otherwise specified in the applicable invoice, Purchaser's execution of the applicable Purchase Order is a commitment to pay the Open Up Resources all Fees, regardless of whether, pursuant to an applicable Invoice, such Fees are to be made in installments over the course of the term of the Contract, and regardless of whether Open Up Resources has the obligation to invoice Purchaser periodically for such Fees. 1.5% monthly interest applies to overdue payments.

3. **Cancellation.** At any time prior to sixty (60) days before the earliest scheduled Services under the Contract, Purchaser may by written notice cancel the Contract with no penalty and Open Up Resources shall refund any prepaid fees, e.g., deposit, except for any costs actually incurred by MVP. At any time less than sixty (60) days but at least thirty (30) days before the earliest scheduled Services under the Contract, Purchaser may by written notice cancel the Contract with payment of twenty percent (20%) of the overall Quote amount. At any time less than thirty (30) days but at least ten (10) days before the earliest scheduled Services under the Contract, Purchaser may by written notice cancel the Contract with payment of fifty percent (50%) of the overall Quote amount. Cancellation less than ten (10) days before the earliest scheduled Services under the Contract shall not be entitled to any refund and the entire Quote amount shall be due.

4. **Rescheduling.** Notwithstanding the foregoing regarding cancellation, MVP shall make a good-faith effort upon written request from Purchaser to re-schedule Services to mutually agreeable dates within one (1)

year after the date of Purchaser's Purchase Order or other manifestation for this Contract. Purchaser acknowledges that MVP's ability to reschedule may be limited by short notice, intervening engagements, and/or other scheduling conflicts. MVP's inability to reschedule despite its good faith efforts shall be treated as a cancellation as described above.

5. Recording and Use of Recording. Absent prior written consent from MVP—which may be given in MVP's sole discretion for good reason (e.g., absent teachers, use for intra-institution training)—Purchaser shall not record any part of the Services. If MVP provides such written consent, then (i) Purchaser shall use the recording only for providing training within Purchaser's organization (i.e., the school, district, or educational institution that contracted with MVP under this Contract) and (ii) Purchaser shall within a reasonable time provide a digital copy of such recording to MVP and shall grant to MVP a perpetual, worldwide, royalty-free license to use such recording for providing professional development services to other schools, school districts, and/or educational institutions. Regardless of whether MVP consents to Purchaser's recording of some or all Services, MVP shall have the right to record (audiovisual or otherwise) any and all Services for MVP's subsequent use in providing professional development services to other schools, school districts, and/or educational institutions. MVP shall take reasonable measures to ensure that students whose voices or images appear in the recordings contemplated in this paragraph are not identifiable from such recording. Such measures may include, but are not limited to, (i) requesting for students wearing geographic or personally identifying apparel to remove such apparel or to sit in specific locations and/or (ii) scrubbing and/or editing recordings prior to use in other schools, districts, and/or educational institutions.

6. Use of Materials Provided in Conjunction with Services. Absent written agreement otherwise, MVP retains all rights (including but not limited to copyrights and analogous rights) in any materials provided by MVP to Purchaser in conjunction with the Services, and Purchaser shall not reproduce or distribute such materials.

7. Environment for Providing Services. Purchaser shall provide a classroom or other appropriate location/setting for MVP to provide the Services and shall additionally provide any support (e.g., power, Internet connection, whiteboard, photocopies, etc.) that may be reasonably necessary for the Services.

8. Limitation on Liability. MVP shall not be liable under this Contract for any indirect or consequential damages. Except to the extent attributable to MVP's gross negligence or willful conduct, MVP's liability under this Contract is limited to the amounts actually paid by Purchaser to MVP under this Contract as of the date such liability arises.

9. Non-Assignment. Purchaser may not assign its rights under this Contract.

10. Miscellaneous. This Contract may be amended only by a signed written amendment.

11. Force Majeure. Either party is excused from nonperformance (including delay, but excluding payment of money) to the extent such nonperformance results from circumstances beyond the reasonable control of and without the fault or negligence of the affected party.

ADDENDUM TO CONTRACT

Between

SOLIANT

And

Santa Rosa City Schools

This addendum to the original contract with (SOLIANT) approved on (9/28/2022) to provide (Speech & Language Pathologist) to Santa Rosa City Schools.

The contract, under Item 3. \$73,260 is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$158,730dollars (\$). This is an increase of \$85,470.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written

_____.

Contractor's Name

By: _____

Name: _____

Date: _____

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Lisa Cavin
Associate Superintendent

Date: _____

ADDENDUM TO CONTRACT

Between

Lexia Learning Systems LLC

And

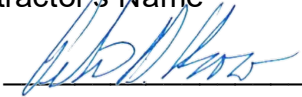
Santa Rosa City Schools

This addendum to the original contract with Lexia Learning Systems LLC approved on [June 8, 2022](#), to provide [Lexia PowerUp! Literacy software-as-a-service \(SaaS\)](#) to Santa Rosa City Schools.

The contract, under Item 3. Compensation, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$3,200 dollars (\$). This is an increase of \$3,200.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written 5-Jan-2023.

Contractor's Name

By:  _____

Name: [Peter Koso, Vice President](#)

Date: [5-Jan-2023](#)

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Rick Edson
Deputy Superintendent

Date: _____

QUOTE



Lexia Learning Systems LLC

300 Baker Avenue, Suite 320
Concord, MA 01742 USA
Phone: (978) 405-6200
Fax: (978) 287-0062

Quote #: Q-535385-2
Created Date: 11/18/2022

Prepared By: Amanda Rockhold
Email: amanda.rockhold@lexialearning.com

Quote To:
Rincon Valley Middle School
4650 Badger Rd
Santa Rosa, CA 95409 US

Bill To:
Danielle Justin
Rincon Valley Middle School
4650 Badger Rd
Santa Rosa, CA 95409 US

Start Date	End Date	Quantity	Line Item Description	Sales Price	Total Price
12/1/2022	11/30/2023	80	Lexia PowerUp Literacy Student Subscription	\$40.00	\$3,200.00

Total Price \$3,200.00

Fax or email Purchase Orders with quote number Q-535385-2 to the following:

Attn: Amanda Rockhold
Email: amanda.rockhold@lexialearning.com
Fax: 978-287-0062

PLEASE NOTE THE QUOTE NUMBER MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

TERMS AND CONDITIONS

**Prices included herein are exclusive of all applicable taxes, including sales tax, VAT or other duties or levies imposed by any federal, state or local authority, which are the responsibility of Customer. Any taxes shown are estimates for informational purposes only. Customer will provide documentation in support of tax exempt status upon request. Pricing is valid 60 days. Lexia will invoice the total price set forth above upon Customer's acceptance. Payment is due net 30 days of invoice.

TERM

This quote serves as an Order Agreement and becomes effective upon its acceptance by both parties. The Product/Services purchased pursuant to this Agreement will begin on or about the start date set forth above and continue in effect for the Product/Service Term set forth above ("Subscription Period"). Unless otherwise set forth herein, all Product licenses shall have the same start and end dates, all Products are deemed delivered upon provisioning of license availability, and all Services must be used within the Subscription Period; unused Product licenses or Services are not eligible for refund or credit. Onsite training fulfilled with virtual training equivalency as needed. Virtual training equivalency = four (4) live online sessions for each onsite training day session. Without prejudice to its other rights, Lexia may suspend delivery of the Product/Services in the event that Customer fails to make any payment when due.

ORDER PROCESS

To submit an order, please fax this quote along with the applicable Purchase Order to: (978) 287-0062, or send by email to your sales representative's email address listed above.

NOTE: EACH PURCHASE ORDER MUST INCLUDE THE CORRECT QUOTE NUMBER PROVIDED ON THIS QUOTE, AND THE QUOTE SHOULD BE ATTACHED.

ACCEPTANCE

All Products and Services are offered subject to the Lexia K-12 Education Application License Agreement terms, available at <https://lexialearning.com/privacy/eula> (the "License"), as supplemented by the terms herein. By placing any order in response to this quote, Customer confirms its acceptance of the License Terms and the terms and fees in this quote, which together, constitute the entire agreement between Customer and Lexia regarding the Products and Services herein (the "Agreement"). Customer and Lexia agree that the terms and conditions of this Agreement supersede any additional or inconsistent terms or provisions in any Customer drafted purchase order, which shall be void and of no effect, or any communications, whether written or oral, between Customer and Lexia relating to the subject matter hereof. In the event of any conflict, the terms of this Agreement shall govern.



**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 Lexia Learning Systems LLC hereinafter referred to as “CONTRACTOR”. This CONTRACT supplements CONTRACTOR’s License Quote, and each existing and subsequent agreement for CONTRACTOR’s subscriptions and/or services, which are incorporated herein by reference.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

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

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: _ District TOSA’s, EL Specialist, Elementary Administration

Approved at Site by*: _____ Date: _____

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

Departmental Approval:** _____ Date: _____

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

Contract Created by: Alisa Haley, Director Educational Services **Phone #:** (707 390-3800
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1, 2022 **Proposed Contract End Date:** June 30, 2024

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- Coordinated dates for services with LETRS main contact
- Coordinate and provide facility for trainings
- Schedule personnel for attendance at trainings

(b) CONTRACTOR's Responsibilities and Duties:

- Provide materials and licenses for participants
- Conduct trainings either virtual or in-person
- Provide 16 half days of 3 hour trainings for certificated staff
- Provide 2 full day trainings to administrators

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2022, and will continue through June 30, 2024, 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 Forty Nine Thousand Fifty Three Dollars and Forty Three Cents (\$49,054.53). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

See attached quotes
Will pay upon receipt of invoice

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

Participants will be able to implement research-based strategies and methodologies learned to support site staff to differentiate within the classroom and small group settings. They will support the development of a literacy program using district-adopted curriculum. We will measure improvement in overall literacy instruction through analyzing student data, managing resources, tiers of support, and information learned on how students learn to read and deliver effective reading instruction to struggling readers.

5. Alignment with DISTRICT Strategic Plan. This CONTRACT supports the following Strategic Plan Goals (check all that apply):

	Board Strategic Priorities
<input checked="" type="checkbox"/>	Priority 1- Life Ready Learners
<input checked="" type="checkbox"/>	Priority 2- Whole Person Focus
<input checked="" type="checkbox"/>	Priority 3- High Quality Staff
<input checked="" type="checkbox"/>	Priority 4- Teaching and Learning Environment and Resources
<input checked="" type="checkbox"/>	Priority 5- Equity and Excellence
	Priority 6- Family Engagement and Community Partnerships
	Priority 7- Sustainable Funding

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

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

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

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

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

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

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

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

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

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

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

(1) Upon written request, 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 written request by the DISTRICT.

(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.

12. 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. For the avoidance of doubt, all CONTRACTOR services are performed upon activation of the annual license.

(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.

13. 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. If the CONTRACTOR will have direct contact with students, prior to CONTRACTOR performance of services that have direct contact with students, CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

14. 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.

15. Ownership of Work Product: The DISTRICT acknowledges and agrees that the Services are existing, commercially available SaaS-based subscriptions, provisioned in a multi-tenant, shared database architecture, with ancillary training, texts and other materials, which CONTRACTOR offers and provisions to all of its educational customers under its standard limited license terms, and all ownership or other intellectual property rights of any kind in and to the Services and/or any associated materials developed, used or provided in the course of any services, or derivatives thereof, whether or not now or in the future acquired, filed, perfected, registered or recorded, are expressly reserved to and remain the property of CONTRACTOR and/or its licensors, as set forth in the license terms. All rights relating to the Services and/or materials not expressly granted by CONTRACTOR in the license terms for the Services are reserved. The parties acknowledge that elements of the CONTRACTOR Services constitute software and documentation and are provided as "Commercial Items" as defined at 48 C.F.R. 2.101, and are being licensed to government end users solely as commercial computer software subject to restricted rights described in 48 C.F.R. 2.101 and 12.212. The parties do not anticipate or intend the creation by CONTRACTOR of any newly created intellectual property or "Works Made for Hire" ("New Work Product Deliverable") to be owned exclusively by the customer under the Agreement, and nothing will be deemed a New Work Product Deliverable hereunder unless the development of such New Work Product Deliverable is expressly agreed and individually identified as a New Work Product Deliverable to be owned exclusively by the customer in a CONTRACTOR quote or a statement of work signed by a VP or above level representative of CONTRACTOR, on an individual case basis prior to creation.

16. 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.

17. 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.

18. 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.

19. 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.

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Lexia Learning Systems LLC

Street: 300 Baker Avenue, Suite 320

City/State/Zip Concord, MA 01742

Phone: (800) 435-3942

Email: (978) 287-0062

21. 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.

22. 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.

23. 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.

24. 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.

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

THIS CONTRACT IS ENTERED INTO THIS 8th DAY OF June, 2022.

DISTRICT

Signature: _____

Rick Edson

Deputy Superintendent

mmartin@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature:  _____

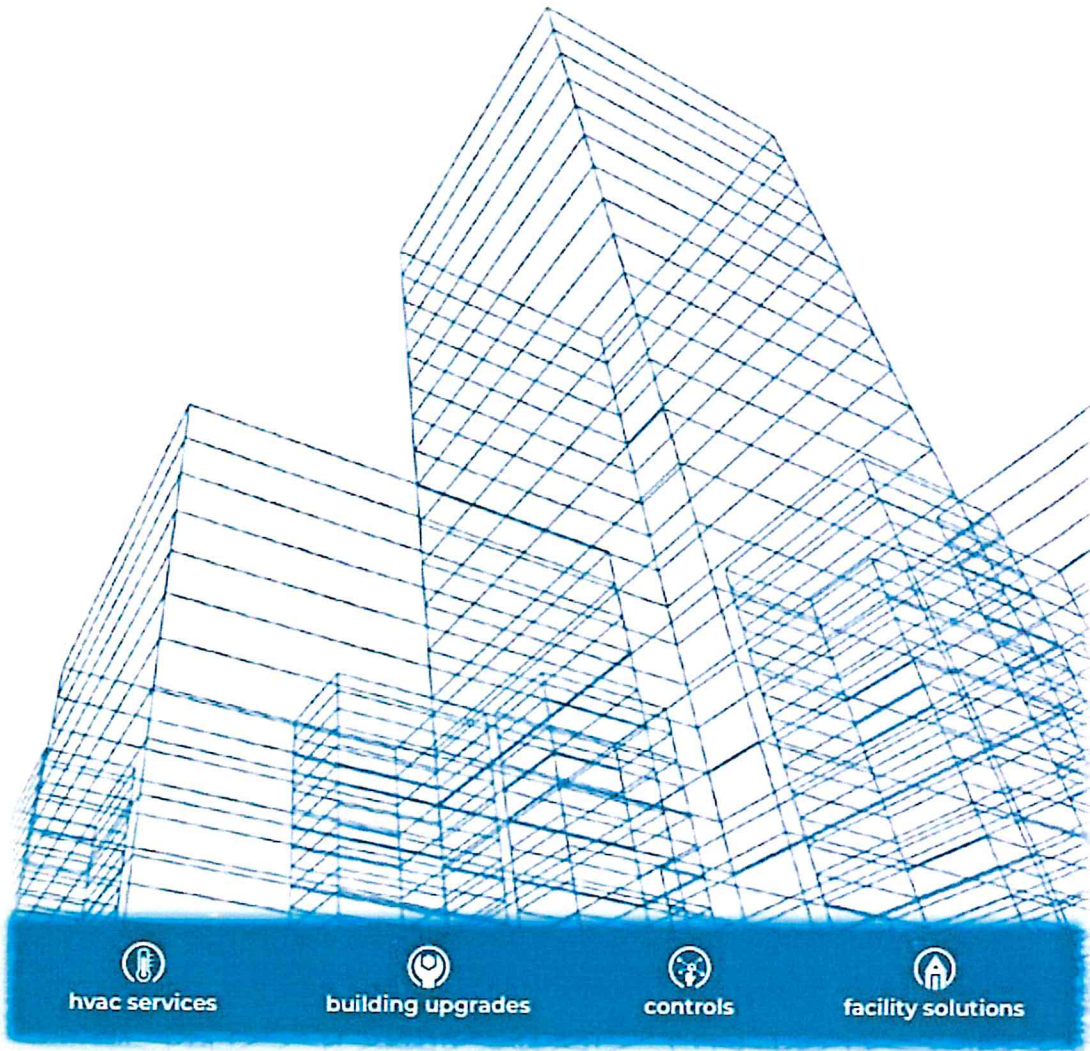
Print Name: Peter Koso

Title: Vice President

Email: contracts@lexialearning.com

Phone: 800-435-3942

IES Indoor Environmental Services



HVAC PREVENTATIVE MAINTENANCE PROGRAM

IES Indoor Environmental Services

Site**Santa Rosa City Schools**Dave Harden
211 Ridgeway Ave
Santa Rosa, CA, 95401**Billing****Santa Rosa City Schools**Lucy Tamayo
211 Ridgeway Ave
Santa Rosa, CA, 95401**Contract ID**

6062

Contract Type

CONTROLS MAINTENANCE

Date From

2/1/2023

Date To**Service Description**

SR City Schools Remote Monitoring

Service Instruction

To place a service call during NORMAL BUSINESS HOURS (Monday - Friday 8:00 A.M. to 4:30 P.M.) Call 877-938-7059 or email, service@ies-hvac.com. To place a service call AFTER HOURS, WEEKENDS & HOLIDAYS, Call 877-938-7059, 24 hours a day, seven days a week.

Planner's Name

Lisa Sires

Pre-Authorized Repair Limit

\$0.00

Total Service Price

\$4,000.00

Billing

\$333.33 Monthly in Advance

Annual Agreement Increase %

4%

IES Indoor Environmental Services

Santa Rosa City Schools

Print Name: ERIK ODEN

Signature: 

Title: DIRECTOR, MAINTENANCE & OPERATIONS

Purchase Order Number: _____

Date Approved: 1/4/23

Indoor Environmental Services

Approved By: _____

Lisa Sires

Signature: _____

Title: _____

Date Approved: _____

Pre-Authorized Repair Limit

\$0.00

Total Service Price

\$4,000.00

Billing

Monthly in Advance

Annual Agreement Increase Percentage

4%

Preferred Hourly Rate

\$195

Environmental Fee

0.00

Truck Charge

75.00

Agreement Notes

2 hours per month or pro-active or reactive remote monitoring of the BMS system for the district.

This scope includes the following:

Equipment Summary

Description	Id	Type
Remote Monitoring	35444	CONREM

Equipment Type

Remote Monitoring of BMS System

Schedules

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
X	X	X	X	X	X	X	X	X	X	X	X

TaskCode

Description

SubTask

CONREM 4	Comfort adjustments	
CONREM 3	Set points sampling as needed	
CONREM 7	Check Network Connectivity	
CONREM 2	Review Sample Zone Temp	
CONREM 1	Verify Run Schedule	

Materials are included and anything outside this scope of work will be quoted on an as needed basis to be approved by the customer.

As a maintenance customer, you are also given \$195/hour special rates for any service calls, not including overtime rates or truck charges (if applicable). There is a \$75.00 one-time truck charge per service.

IES services are designed to assure you that your HVAC equipment will be maintained on a scheduled basis and supported by our 24 hour emergency service, when required. With IES you will have an assigned technician and foreman, an assigned service dispatch contact, and an assigned account executive to ensure your needs are being met.

Upon completion of any work performed by IES on site we will begin to electronically process the detailed and typed work order and notes from the technician's handheld device.

For prompt start-up of our maintenance customer benefits please sign this agreement document and return it to us indicating the date you wish IES to begin service.

It will be our pleasure to serve you, and IES values that privilege.

Thank you,

Lisa Sires
707-477-5687
lsires@ies-hvac.com

Terms of Service

IES TERMS AND CONDITIONS

These General Terms and Conditions ("Terms") are incorporated into and are made a part of a work authorization, proposal, or contract (the "Contract") between Famand, Inc., a California corporation, dba ("IES") and the customer identified in the Contract (the "Customer"). Each of IES and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a "Party" and collectively as the "Parties." IES has agreed to provide the labor (the "Services") and Materials (defined below) (collectively, the "Work") at the location (the "Job Site") for the price (the "Price") specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the "Agreement".

- 1. Performance of Services.** IES will perform the Services in a good and workmanlike manner. IES warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of IES with no charge for the labor.
- 2. Disclaimer of All Warranties.** IES does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "Materials") that IES will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, IES specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from IES as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.
- 3. Limitation on Liability.** In no event shall IES be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to IES under the Contract for the Services, unless it is finally determined that IES was grossly negligent or acted willfully or fraudulently. In no event shall IES be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if IES has been apprised of the possibility thereof. IES will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.
- 4. Insurance.** Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. IES will maintain comparable insurance.
- 5. Change Orders.** The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, IES may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. IES shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of IES to request or require such a change order shall not limit IES's right to receive payment for additional or different Work performed at Customer's request.
- 6. Payment Terms; Penalties for Late Payment.** Invoices are due and payable to IES within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one-half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.
- 7. Work Stoppage.** IES shall have the right to cease performing the Services if any payment is not made to IES when due. If IES's performance is stopped for a period of thirty (30) days or more for any reason other than IES's breach of the Agreement, IES may, at its option, upon five (5) days written notice to Customer, demand and receive payment for: (i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including IES's normal overhead plus its profit margin. Thereafter, IES shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.
- 8. Remedies in Event of Default by Customer.** If Customer defaults in any of its obligations under the Contract, IES shall have the right to recover, as damages, at IES's option, either the reasonable value of Work performed by IES or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by IES is expressly agreed to be and remain in IES until Customer pays IES in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, IES shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by IES without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for IES arising therefrom.
- 9. Environmental Conditions.** The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance IES brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to IES that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to IES in advance of the performance of the Work. In the event IES encounters on the Job Site any Hazardous Substance in the course of performing the Work, IES may

Immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and IES shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to IES's sole satisfaction. IES will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of IES, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, IES may terminate the Contract and IES shall be entitled to those damages set forth in Section 7 hereof. IES shall not be required to perform any work relating to Hazardous Substances unless IES consents to do such work and IES is authorized to do such work by any applicable governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

10. Indemnification and Waiver. Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) (the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.

11. Arbitration of Disputes. In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).

12. Miscellaneous. The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given if personally delivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby. If and only if the Contract pertains to Preventive Maintenance, the following additional terms and conditions apply:

13. Automatic Renewal & Termination. The Contract will be renewed automatically on the anniversary date and subject to an increase of four percent (4%) in the Price, as well as an increase in the applicable labor rates and truck charge to reflect current market conditions. Either Party may terminate the Contract by giving ninety (90) days prior written notice.