

Company Address 1990 N. California Blvd
8th Floor
Walnut Creek, CA 94596

Created 04/09/2023
Exp Date 08/01/2023
Quote # SRCS-2024

Prepared By Brad Zucker
Phone (800) 217-4983
Email bzucker@sportsnetinc.com

Contact Ryan Thompson
Phone
Email rwthompson@srcs.k12.ca.us

Bill To Santa Rosa City Schools
Attn: Ryan Thompson
211 Ridgway Avenue
Santa Rosa, CA 945401

Item No.	Item Name	Description	Price	Quantity	Total Price
1	Athlete Management	12-month subscription	\$1,000	10	\$10,000
2	Coach Management	12-month subscription	\$1,000	10	\$10,000
3	Title 1 discount	As per Brad Zucker	(\$450)	5	(\$2,250)
4	Small program discount	As per Brad Zucker	(\$1,250)	5	(\$6,250)
				Subtotal:	\$11,500

Total: \$11,500

NOTES:

- Our company address has changed (see above). **Please forward the attached W-9 with our new address to the person responsible for maintaining vendor information and let us know if you require any change-of-address forms.** Thank you!
- The subscription term for the quoted amount above is for the 2023-2024 school year (July 1, 2023– June 30, 2024).
- The paid subscription period will begin on July 1, 2023.
- Please see the attached Terms and Conditions, Privacy Policy, and W-9.
- We will send an invoice upon request or upon receipt of a purchase order referencing this quote.

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

Terms and Conditions

Updated: January 23, 2023

Welcome to SportsNet Inc. (“SportsNet”). Please read these Terms and Conditions (“Terms”) carefully, as they are a binding agreement between You and SportsNet regarding your use of our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of these Terms:

Account means a unique account created for You to access our Service or parts of our Service.

Application refers to a set of features made available through our Service.

Athlete Management refers to our proprietary Application designed to assist schools with the management of athlete clearance and eligibility.

Coach Management refers to our propriety Application designed to assist schools and school districts with the management of athletic department staffing and coach clearance.

Customers refer to schools and school districts with paid Subscriptions to our Service.

Device means any device that can access the Service (such as a computer, cell phone or digital tablet).

Free Trial refers to access to the Service for a limited period without a paid Subscription.

Service refers to features made available to You via <https://sportsnetinc.com> and <https://sportsnethost.com>, including all related subdomains and services.

SportsNet (referred to as “SportsNet”, “We”, “Us” or “Our”) refers to SportsNet Inc., 1990 North California Boulevard, 8th Floor, Walnut Creek, CA 94596.

Student Data refers to any information that is directly related to any identifiable current or former student that is maintained by a school or school district.

Subscriptions refer to access to the Service on a subscription basis to schools and school districts.

You means the individual accessing or using the Service, or the school, school district, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Acknowledgment

By accessing or using the Service, You agree to be bound by these Terms. If you disagree with any part of these Terms, You may not access the Service.

Your use of the Service is also conditioned on Your acceptance of and compliance with Our [Privacy Policy](#). Please read Our [Privacy Policy](#) carefully before using Our Service.

Subscriptions

Subscription Period

Schools and school districts (“Customers”) wishing to use Our Service will be able to do so under an annual Subscription agreement. SportsNet will provide a quote for the Service prior to the beginning of each Subscription period, and the quote will indicate the start date and end date of the 12-month Subscription period.

Subscription Options

Your Subscription will include access to one or more of our proprietary Applications. For example, You may subscribe to Athlete Management, Coach Management, or both. The options you select will be presented as line items on the quote You receive.

Pricing

Pricing will be made available on the quote provided to You prior to the beginning of each Subscription period.

Free Trial

SportsNet may allow new Customers to access the Service prior to the beginning of their first Subscription year. This is done to enable schools and districts to use the Service to collect information required for athletic participation in the upcoming school year.

Billing

SportsNet will provide an invoice upon acceptance of the quote. Purchase orders should be emailed to sales@sportsnetin.com.

Cancellations

SportsNet does not provide refunds for Subscription fees already paid for Your current Subscription period. If you do not wish to renew your Subscription, You will be able to access the Service until the end of Your current Subscription period (see “Termination” section below).

Other Fees

An optional feature of our Athlete Management Application enables schools to request, collect and track donations made in support of its athletic program. We use [Stripe](#) to facilitate secure online payments and route funds directly into school and/or affiliated nonprofit organization bank accounts. To begin accepting online donations, your school or booster organization will need to provide information to Stripe to ensure compliance with Payment Card Industry Data Security Standards (PCI DSS). Please carefully read our [Privacy Policy](#) and the [Stripe Privacy Policy](#) before creating a Stripe account and onboarding it to our platform.

We collect a 2% application fee per successful charge. This fee is non-refundable, even if the original charge is refunded. Stripe also collects a non-refundable processing fee for each successful charge. Please refer to Stripe's [website](#) for current pricing.

Schools are responsible for handling all refund requests and disputes related to payment made into their Stripe accounts.

Accounts

Age Requirement

User Accounts may not be created for individuals under the age of 18. Students under the age of 18 may be asked to acknowledge specific policies during the online registration process, but they may only do so in the presence of a parent or legal guardian who has signed into the Service using a Parent/Guardian Account (see the "Parent/Guardian Accounts" section below).

Account Security

You are responsible for maintaining the confidentiality of your Account and password, including but not limited to the restriction of access to your Device and/or Account. You agree to accept responsibility for all activities and actions that occur under your Account and/or password. You must notify Us immediately upon becoming aware of any breach of security or unauthorized use of Your Account.

Administrative Accounts

User Accounts with administrative access can control the visibility of information and access to features within our Service for other users within the same school and/or district. SportsNet provides documentation, training and ongoing support for users with administrative access.

Parent/Guardian Accounts

Parent/Guardian Accounts are created via self-registration. If you wish to create a parent/guardian Account, you guarantee the following:

- You are above the age of 18.
- You are a legal parent/guardian of a student at a school using Our Service to manage athletic clearance, OR you are a student who is above the age of 18 and are legally allowed to register yourself for sports at Your school.
- You will use the site only to provide information regarding students for whom You are legally responsible.
- The information you provide when using the Service is accurate, complete, and current at all times.

We reserve the right to refuse service or terminate accounts at our sole discretion.

Student Data

"Student Data" is any information that is directly related to any identifiable current or former student that is maintained by a school or school district. This may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA").

ALL STUDENT DATA ENTERED AND STORED ON OUR SERVERS REMAINS THE EXCLUSIVE PROPERTY OF THE SCHOOL AND/OR DISTRICT USING OUR SERVICE (OUR CUSTOMERS).

Our Use of Student Data

Schools and districts subscribing to our Athlete Management Application will enter Student Data into our servers for the purpose of managing athlete clearance and eligibility. Parents and legal guardians may also use the Service to enter Student Data, which in turn is used by the school for administrative purposes. Our Athlete Management Application provides schools and districts with features and functionality designed to make athlete clearance and eligibility management easier.

SPORTSNET DOES NOT USE STUDENT DATA FOR ANY PURPOSE OTHER THAN PROVIDING THE SERVICE. WE DO NOT VIEW OR OTHERWISE ACCESS STUDENT DATA WITHOUT THE CONSENT OF THE APPLICABLE SCHOOL AND/OR DISTRICT, AND ACCESS IS RESTRICTED TO ONLY THAT WHICH IS NECESSARY TO PROVIDE TECHNICAL SUPPORT. WE DO NOT SHARE STUDENT DATA WITH EXCEPT AS DESCRIBED IN OUR [PRIVACY POLICY](#), AND WE DO NOT DATA-MINE OR COMMERCIALIZE ANY STUDENT DATA. ALL STUDENT DATA IS REMOVED FROM OUR SERVERS UPON TERMINATION OF THE APPLICABLE SUBSCRIPTION OR FREE TRIAL PERIOD (SEE "TERMINATION" SECTION BELOW).

Intellectual Property

The Service and its original content, features and functionality are and will remain the exclusive property of SportsNet Inc. and its licensors. The Service is protected by copyright, trademark,

and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of SportsNet Inc.

Termination

SportsNet may terminate or suspend this agreement, without prior notice or liability, under its sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms.

Schools and districts with an active Subscription or Free Trial may terminate or suspend this agreement, without prior notice or liability, under its sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of these Terms.

We will ensure that all Student Data in our possession is destroyed or transferred to the school or district under the direction of the school or district when the Student Data is no longer needed for its specified purpose, at the request of the school or district.

All provisions of these Terms which by their nature should survive termination shall survive termination, including, without limitation, ownership provisions, warranty disclaimers, indemnity and limitations of liability.

Indemnification

SportsNet shall defend, indemnify and hold Customers and their officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of SportsNet, its officials, agents, or employees.

Customers shall defend, indemnify and hold SportsNet, its officials, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damage arising out of the performance of this agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Customer, its officials, agents, or employees.

Disclaimer

We provide Our Service using a commercially reasonable level of care and promise to do Our best to make sure you enjoy the Service. But there are certain things we don't promise about Our Service.

OTHER THAN AS EXPRESSLY SET OUT IN THESE TERMS AND CONDITIONS, SPORTSNET INC. MAKES NO SPECIFIC PROMISES ABOUT THE SERVICE. FOR EXAMPLE, WE DON'T MAKE ANY COMMITMENTS ABOUT THE CONTENT WITHIN THE SERVICE, THE SPECIFIC FUNCTION OF THE SERVICE, OR ITS RELIABILITY, AVAILABILITY, OR ABILITY TO MEET YOUR NEEDS. WE PROVIDE THE SERVICE "AS IS".

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES.

Exclusions

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

Governing Law

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions. Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect.

Changes to These Terms

We may need to change these Terms to reflect changes in law or best practice or to address new features we introduce. We will notify Our Customers via email at least 30 days before changes take effect, and our websites will contain links to the latest version.

By accessing or using the Service after changes to these Terms take effect, You agree to be bound by the updated Terms.

Contact Us

If you have any questions about these Terms, please contact us at support@sportsnetinc.com.

Privacy Policy

Last updated: January 23, 2023

Welcome to SportsNet Inc. (“SportsNet”). Please read this Privacy Policy carefully, as it governs our collection, use, sharing, and protection of personally identifiable information (“Personal Data”) when providing our Service.

Interpretation and Definitions

Interpretation

The words of which the initial letter is capitalized have meanings under the following conditions. The following definitions shall have the same meaning regardless of whether they appear in singular or in plural.

Definitions

For the purposes of this Privacy Policy:

Account means a unique account created for You to access our Service or parts of our Service.

Customers refer to schools and school districts with paid Subscriptions to our Service.

Device means any device that can access the Service (such as a computer, cell phone or digital tablet).

Parents refer to parents or legal guardians of current or former students attending a School subscribing to our Service.

Personal Data refers to any representation of information that permits the identity of an individual to whom the information applies to be reasonably inferred by either direct or indirect means.

Schools refer to schools and school districts with paid Subscriptions to our Service.

Service refers to features made available to You via <https://sportsnetinc.com> and <https://sportsnethost.com>, including all related subdomains and services.

SportsNet (referred to as “SportsNet”, “We”, “Us” or “Our”) refers to SportsNet Inc., 1990 North California Boulevard, 8th Floor, Walnut Creek, CA 94596.

Student Data refers to any information that is directly related to any identifiable current or former student that is maintained by a school or school district.

Subprocessors refer to our third party service providers who perform technology services on our behalf and are subject to strict confidentiality and data security requirements.

Subscriptions refer to access to the Service on a subscription basis to schools and school districts.

Users refer to individuals with Accounts on our Service.

You means the individual accessing or using the Service, or the school, school district, or other legal entity on behalf of which such individual is accessing or using the Service, as applicable.

Personal Data

Schools and school districts (“Schools”) use our Service to collect Personal Data about individuals, including but not limited to students, parents, legal guardians, and school staff. We process this Personal Data on behalf of Schools and we do not use it for any purpose other than providing the Service. We provide the Service in compliance with all applicable federal, state, and local privacy laws, rules, and regulations.

Schools retain exclusive ownership of the Personal Data they collect through use of our Service, and we store their Personal Data in a separate database from other Customers. This applies to information about Users, Student Data, and any other Personal Data a School collects through use of our Service.

SportsNet does not access Personal Data owned by the School without permission from the School. When we do access this information, we do so only to the extent necessary to provide technical support. We never sell Personal Data collected through use of our Service and do not share it with any third party except as follows:

- We share information with Subprocessors assisting us in providing certain features and functionality of the Service (for example, web hosting, email notifications, and payment processing), but strictly for the purpose of carrying out their work for us. SportsNet enters into written agreements with all Subprocessors requiring them to protect Personal Data in a manner no less stringent than as described in this Privacy Policy.
- We will disclose any information we have collected where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

We will retain Personal Data belonging to Schools only for as long as is necessary to fulfill our obligations in providing the Service to them. Upon termination of our contract with a School, we will securely transfer all Personal Data to the applicable school and remove it from our servers (see “Termination” in our [Terms and Conditions](#)).

User Information

SportsNet provides each School with a dedicated, password-protected web address through which authenticated Users can sign into the Service. User Accounts can be created via self-registration or by a School official with administrative permissions. As per our [Terms and Conditions](#), Accounts may not be created for individuals under the age of 18.

Information collected about Users: Schools use the Service to collect the first name, last name, email address, and password for each User when his or her Account is created. When a User uses the Service, we automatically collect the IP address of the User's Device, the pages of our Service the User visits, and the date and time of the User's visit. When a User adds, deletes, or updates a record within our Service, we collect information enabling us to associate the User's Account with the modification of the record as well as the date and time. We also collect information related to any payments a User makes to the School through use of our Service (see "Payment Transaction Information" below).

Use of User information: A User's name may be used within the Service in identifying the individual's activity related to records he or she has viewed, created, updated, or deleted. This information may be visible to authorized Users as determined by the School. A User's email address serves as the individual's username when signing into the Service. We use User email addresses to send Service-related notifications on behalf of the School such as:

- Confirmation emails following registration or payments
- Payment requests
- Messages related to athlete or coach clearance
- Instructions for activating an account or resetting a User's password

We do not use information collected about Users through use of the Service for any marketing purpose.

Student Data

One type of Personal Data of particular concern to SportsNet and to Schools using our Service is Student Data. This section specifically addresses Student Data and how our Service enables Schools to remain compliant with applicable federal, state, and local privacy laws, rules, and regulations.

Student Data shared with SportsNet will not be used for any purpose other than providing the Service. SportsNet will never sell Student Data to any third party and will never use Student Data for any marketing purpose. All Student Data stored on and accessed through our Service is the exclusive property of the applicable School using our Service. We provide the Service in compliance with all applicable federal, state, and local privacy laws, rules, and regulations, all as may be amended from time to time.

SportsNet requires all employees and agents who have access to Student Data to comply with all provisions of this Privacy Policy. SportsNet requires and maintains an appropriate confidentiality agreement from each employee or agent with access to Student Data.

SportsNet will not disclose Student Data other than as directed or permitted by the School. This prohibition does not apply to Student Data disclosed pursuant to a lawfully issued subpoena or other legal process, or to Subprocessors performing services on behalf of SportsNet (see “Sharing of Student Data” below).

Student Data we collect: The Student Data we collect depends on how a School uses the Service. Schools using the Service for online registration for sports will typically ask parents to provide student ID numbers, first and last names, gender, date of birth, enrollment history, sport selections, emergency contacts, health information, and electronic signatures for various policies and agreements. Schools may also ask parents to upload documents through our Service, including but not limited to pre-participation physical examination forms. Schools may also use the Service to upload academic performance information to be used in determining eligibility for participation, such as grade point averages and credits earned.

How Student Data is Collected: Student Data is collected when a School, parent, legal guardian, or student above the age of 18 provides it through use of the Service. Schools enter Student Data through a secure, password-protected website hosted by us or via a secure file transfer to one of our servers. Parents, legal guardians, and students above the age of 18 enter Student Data during the online registration process through a secure, password-protected website hosted by us.

Ownership of Student Data: We collect Student Data on behalf of Schools using our Service (“Customers”). Student Data is the exclusive property of the Customer for whom it was collected.

Control of Student Data: Schools using our Service retain control over all Student Data, including which users can view, add, delete, and modify records. SportsNet provides training, documentation, and ongoing support for administrative users who are responsible for managing access to Student Data.

Sharing of Student Data: Our Service enables Schools to securely share Student Data within the Service itself. SportsNet employees do not access Student Data without the consent of the School to whom it belongs, and only as necessary to provide technical support. We may share information with Subprocessors assisting us in providing certain features and functionality of the Service (for example, web hosting, email notifications, and payment processing), but strictly for the purpose of carrying out their work for us. SportsNet enters into written agreements

with all Subprocessors requiring them to protect Student Data in a manner no less stringent than as described in this Privacy Policy. Subprocessors may not access or share Student Data in any manner inconsistent with this Privacy Policy.

Procedures for reviewing Student Data and correcting erroneous information: Parents and legal guardians (“Parents”) may sign into their Account to review information they have previously submitted to the School. If any information they have submitted has changed or is incorrect, the erroneous information can be corrected by the Parent from inside our secure, password-protected registration website. If a Parent contacts us to review Student Data or correct erroneous information, we will refer them to the School for assistance. SportsNet will provide technical support to the School upon request to facilitate the sharing and/or modification of Student Data stored within the Service.

Security of Student Data: The security of Student Data depends on both SportsNet and the School using our Service. SportsNet provides training, documentation, and ongoing support for administrative users who are responsible for managing access to Student Data. SportsNet employees do not access Student Data without the consent of the School to whom it belongs, and only as necessary to provide technical support. Access to our network is restricted to password-protected Devices within our locked corporate office using host-based firewalls and industry-standard RSA key pairs.

Procedures in the Event of Unauthorized Disclosure: In the event of an unauthorized disclosure of Student Data, we will do the following within 24 hours:

- We will notify the affected Customer to describe in detail the nature of the breach, the actions we have taken, and the steps and timeline for resolution.
- If warranted, the breach will be reported to local law enforcement.
- In conjunction with the district, we will notify affected users, explain the impact of the breach, and our plan and timeline for resolution. The Customer may choose to notify affected users independently.

Removal of Student Data upon Termination: Upon written request from the School, SportsNet will dispose of or provide a mechanism for the School to transfer Student Data obtained through the School’s use of the Service. Upon termination or non-renewal of the School’s subscription, if no written request from the School is received, SportsNet will dispose of all Student Data after providing the School with reasonable prior notice (see “Termination” in our [Terms and Conditions](#)).

Payment Transaction Information

SportsNet uses Stripe to facilitate secure card payments to Schools from Users of our Service or other visitors to one of our websites. Stripe and SportsNet Inc. are separate entities, and our

Schools will need to complete an onboarding process with Stripe to ensure PCI DSS compliance. Please note that Schools will be subject to the [Stripe Connected Account Agreement](#) and the [Stripe Privacy Policy](#).

Payment method information is collected securely by Stripe and at no time is stored on any of SportsNet's servers. We use the Stripe Connect API ("Stripe Connect") to facilitate online card payments and to deposit funds into a School's bank account. Schools have access to payment transaction information we collect on their behalf, such as the name and email address of the cardholder, the payment amount, and the name of any student and/or team associated with the payment. This information is made available to Schools through use of our Service and through their own Stripe accounts.

Cookies

Cookies are small files that are placed on Your Device by a website. We use essential cookies to help authenticate Users and prevent fraudulent use of user accounts. These cookies are deleted as soon as You close Your web browser and are only used so that You can access our Service. We do not use cookies for any other purpose in providing our Service.

Most browsers will allow You to disable cookies. Please note that You will not be able to access the parts of our Service requiring User authentication if You disable cookies.

Security

We maintain strict administrative and technical procedures to protect information stored on our servers, which are located in the United States. We use industry-standard encryption technology to safeguard all data transferred over the Internet while using our service, as well as while data is at rest on our servers. Below is a brief overview of some of our more important security measures.

- We use TLS 1.2 for encrypting all data sent to and from our servers over the web.
- We use the 256-bit Advanced Encryption Standard (AES-256) algorithm to encrypt all data stored on our servers.
- Our server instances leverage the Amazon Web Services (AWS) secure cloud services platform. AWS is widely recognized for its world-class security, dependability, and scalability.
- Data stored on our servers is backed up multiple times per day and in multiple geographical locations (all in the United States).
- We use host-based firewalls and industry-standard RSA key pairs to control access to our network.
- User passwords stored on our servers are protected using best practice encryption methods (cryptographic hash functions and salting).

Changes to the Privacy Policy

We may need to change this Privacy Policy to reflect changes in law or best practice or to address new features we introduce. We will notify Our Customers via email at least 30 days before changes take effect, and our websites will contain links to the latest version.

By accessing or using the Service after changes to this Privacy Policy take effect, You agree to be bound by the updated Privacy Policy.

Contact Us

If you have questions about this Privacy Policy, please contact us at support@sportsnetinc.com.



TERMS OF AGREEMENT

This Agreement is made between Santa Rosa City Schools (CLIENT) and Tovi Scruggs-Hussein, on May 12, 2023.

I. Engagement

SERVICE AND/OR KEYNOTE TOPIC(S):	Administration Leadership Workshop In-person
TIMELINE(S):	August 3, 2023 @ 8 AM - 4 PM

II. Term of Agreement

This Agreement shall continue in effect until:

- A. Canceled by either party as set forth in this Agreement; or
- B. Completion of the session presentation(s) by Tovi provided, however, that in the event of cancellation pursuant to the Agreement, or upon death, disability, or other incapacity resulting in the inability of Tovi to present the session(s) required (“cancellation”), this Agreement may be terminated and all consideration due shall cease as of the date of cancellation.

III. Compensation

As consideration for the services rendered by Tovi under this Agreement, CLIENT shall compensate Tovi \$11,000.00 for services rendered. Retainers are invoiced and due within 60 days of contract approval. Invoices for services are submitted either after completion of services or quarterly (for longer projects) and are due within 30 days of being submitted. Both parties agree that the compensation will NOT include materials such as copies or books for participants. CLIENT agrees to provide copies to participants and make designated copies in color as requested by Tovi, as specified.

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IV. Deposit

A non-refundable deposit of \$N/A is required in order to secure this contract. The remaining balance will be due within 30 days of invoice. In the event of cancellation by the CLIENT, Tovi will re-book the program on a mutually convenient date with no penalty if the program is rescheduled within that calendar year. If the program is canceled and not rescheduled, the initial deposit will be considered full and complete payment.

V. Client Deliverables/ Payment Schedule

Client Deliverables	Date	Payment Amount
SIGNED AGREEMENT AND INITIAL PAYMENT:	May 12, 2023	\$0
FINAL PAYMENT:	September 4, 2023	\$11,000

VI. Performance

Tovi shall present the session(s) set forth in this Agreement and:

- A. Promptly reply to all email correspondence (preferred method of contact)
- B. Participate in thought-partnership for success of the keynote/trainings
- C. Provide coaching via in-person or on-line, as agreement of both parties
- D. Provide logistical/set-up needs for the success of the event(s)

VII. Video/Audio Taping

Videotaping and voice recording is prohibited unless other arrangements have been made with Tovi. Agreement via email is sufficient. Copies of video footage must be provided to Tovi.

CLIENT agrees that Tovi may use the name and logo of the CLIENT ORGANIZATION as a user of their services in the normal marketing of services.

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VIII. Non-Disclosure/ Respect for Intellectual Property

Sharing, disseminating, or copying slides and other training materials is prohibited unless other arrangements have been made with Tovi. Agreement via email is sufficient. Client understands and agrees that all matters produced under this Agreement are the property of Tovi Scuggs-Hussein and cannot be used without Tovi's express written permission. Tovi shall have all rights, title and interest in said matter. Please be sure to revise any internal contract to reflect this before sending for signature.

IX. Independent Contractor Relationship

Tovi is an independent contractor. Tovi is not an employee, servant agent, partner or joint-venture of CLIENT by this Agreement and shall not represent Tovi's opinions to be that of CLIENT.

X. Risk

Both CLIENT and Tovi will present the sessions stated in this Agreement. Both Tovi and CLIENT shall indemnify and hold harmless each other from any claims, demands, losses, liabilities, damages, or expenses arising in any way from the performance of services.

XI. Law And Venue

The Agreement shall be governed by and construed in accordance with STATE law. In the event litigation is necessary to enforce this Agreement, venue shall be proper in any court of competent jurisdiction located in Alameda County.

XII. Indemnification

To the fullest extent of the law, both parties shall indemnify, defend and hold each other harmless, its officers, employees, agents, representatives, consultants, and contractors from and against any and all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities arising out of, resulting from, or in connection with the services contemplated by this Contract.

CONFIRMATION PROCEDURES

These arrangements are confirmed on a definite basis, only after CLIENT has signed the contract and returned via email. Until that time, Tovi reserves the right not to work with CLIENT.

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ACCEPTED BY:

On behalf of CLIENT, I hereby accept the offer set forth in this agreement and agree to be bound to the terms and conditions set forth herein. I certify that I have the authority to bind CLIENT to this Agreement.

Anna Trunnell, Superintendent	Tovi Scruggs-Hussein of Tici'ess, Inc
CLIENT SIGNATURE:	SIGNATURE: <i>Tovi C. Scruggs-Hussein</i>
Printed Name: Anna Trunnell	Tovi C. Scruggs-Hussein
DATE	DATE: May 12, 2023

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ADDENDUM TO CONTRACT

Between

The Sonoma County Office of Education (SCOE)- Behavioral Health Department

And

Santa Rosa City Schools

This addendum to the original contract with The Sonoma County Office of Education (SCOE)- Behavioral Health Department approved on June 22, 2022 to provide an extension of additional Professional Development, follow up community of practice sessions and pay to voluntary classified employees of Santa Rosa City Schools.

These same services were part of original MOU, which requires no charge to SRCS.

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

Contractor's Name

By: Behavior Health Department of Sonoma County Office of Education

Name: _____

Date: _____

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Lisa Cavin
Associate Superintendent

Date: _____



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 Curriculum Associates, LLC (Ellevation), 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: _____

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

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

Contract is: [] New X Renewal [] Addendum [] Amendment

Number of Individuals Served: Districtwide

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: 5/2/23

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Eduwiges Llamas, Director Phone #: (707) 890-3800 X 80328

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 8/1/2023 Proposed Contract End Date: 7/31/2023

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____
Fiscal Services Authorizer

Date: _____
LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide Ellevation with student assessment information such as ELPAC, LGL, student demographics and district information in order to be able to streamline reclassification, parent letter process and student monitoring to be more user friendly and inclusive of our staff and families.

(b) CONTRACTOR's Responsibilities and Duties:

Ellevation provides district administrators, school leaders and classroom teachers with targeted data analytics to support English Learners. Administrators and teachers will be able to monitor, intervene, collaborate and report on the academic and language success of EL's. Ellevation will enable all English Learners and Reclassified Fluent English Proficient students to be qualitatively monitored at both the site and district levels.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on Aug. 1, 2023, and will continue through July 31, 2026, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed Two Hundred Thirty-Eight Thousand, Three Hundred Thirty-Four and Forty Dollars (\$ 238,334.40). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Invoice Schedule: Up Front in Full Payment Term: Net 30 Contract Term: 36

Account Number: 4418064408 | Account Name: Curriculum Associates, LLC
Bank Name: Wells Fargo Bank - San Francisco, CA
ABA Routing: 121000248
Tax ID: 26-3954988

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 Ellevation platform will allow for a streamlined process for Annual Parent Notifications sent within the notification period. A systematic process for EL and RFEP student progress Monitoring, access to current data to support student placement and supports. Increased reclassification rates districtwide through the usage of data and Ellevation strategies.

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

	Board Strategic Priorities
X	Priority 1- Life Ready Learners
	Priority 2- Whole Person Focus
X	Priority 3- High Quality Staff
X	Priority 4- Teaching and Learning Environment and Resources
X	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 the 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 are 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: Ellevation Education

Street: 153 Rangeway Road

City/State/Zip: North Billerica, MA, 01862

Phone: _____

Email: _____

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 ____ DAY OF _____, 202__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa Cavin

Print Name: _____

Associate Superintendent

Title: _____

mmartin@srcs.k12.ca.us

Email: _____

707-890-3800 x80201

Phone: _____