



Client Services Agreement Education Division

Sunbelt Staffing, LLC (hereafter referred to as "Sunbelt") and **Santa Rosa City School District** whose location is 211 Ridgway Avenue, Santa Rosa, CA 95401 (hereafter referred to as "Client") enter into this non-exclusive Client Services Agreement for the purpose of referring and placing Consultants ("Consultants") with Client. This Agreement shall govern the overall terms of the relationship, while a separate assignment confirmation for each placement will outline specifics as to bill rates, personnel, and assignment lengths.

1. Scope of Services.

Sunbelt, a licensed staffing agency in the business of providing supplemental staffing to the public and private education sector and not a healthcare provider, will use its commercially reasonable efforts to provide Consultants for assignment with Client. Sunbelt will be responsible for payment of each Consultant's wages and applicable payroll taxes, deductions, and insurance, including workers' compensation, general liability and professional liability coverage for the benefit of the Consultants. If a Consultant is unable to complete the specified assignment, Sunbelt will use its commercially reasonable efforts to find a replacement in a timely manner.

2. Independent Contractor.

The parties hereto specify and intend that the relationship of each to the other is that of an independent contractor that each Consultant shall be an employee of Sunbelt and that no qualified Consultant shall at any time be an employee of Client, unless the parties shall otherwise agree in writing. Sunbelt agrees to provide and maintain all payroll services for any qualified Consultant placed with Client, to maintain payroll records and to withhold and remit all payroll taxes and social security payments. Sunbelt does not ordinarily use subcontractors in providing services. Should the need to use a separate staffing firm or independent contractor arise, Sunbelt will notify Client in advance of the assignment in order to receive approval of this arrangement.

3. Telepractice Services.

Sunbelt, at Client's specific request, may provide telepractice services through VocoVision. Should utilization of VocoVision occur, Client shall, at that time, receive in addition to Addendum A – Client Assignment Confirmation, an Addendum B – Teleservices Provisions, Addendum C – Duties and Responsibilities and Addendum D – VocoVision Equipment Policies which, collectively, outline specific terms and conditions regarding VocoVision's telepractice services.

4. Insurance.

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

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

Workers Compensation - in accordance with state regulations.

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

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

Professional Liability of \$1,000,000 per occurrence and \$3,000,000 aggregate.

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

5. Competency and Licensing.

Sunbelt will conduct comprehensive pre-employment screening to provide licensed Consultants who meet applicable professional standards. Sunbelt will endeavor to present only Consultants who are qualified for Client's open position(s) on job requirements established by Client either verbally or in writing. While Sunbelt will make every effort to pre-screen job candidates based on these requirements, Client acknowledges the candidate assignment decision is ultimately the responsibility of the Client. To this end, Sunbelt will make available to Client all appropriate Consultant records that Sunbelt may permissibly disclose and will facilitate an interview between Client and Consultant in order to assist Client in the hiring decision. Sunbelt will do its due diligence to ascertain the professional and applicable Department of Education licensing and certification requirements for the Consultant discipline placed with Client, however, it is ultimately the responsibility of the Client to approve the Consultant's licensure and certifications as acceptable.

6. On-Site Responsibility.

Client is responsible for providing all orientation, support, facilities, training, direction, and means for the Consultant to complete the assignment. Client acknowledges that Sunbelt is not providing special education and/or related services, but rather is providing candidate identification and placement services. As such, Client is responsible for the Consultant's adherence to the applicable standard of practice and acknowledges that Sunbelt is not responsible for the Consultant's on-site performance given that Sunbelt does not have the capacity to provide direct, on-site supervision of daily activity.



Client acknowledges that any deviation of the Client's policies and procedures as orientated to Sunbelt's Consultant should be reported in writing and directly to Sunbelt immediately so that Sunbelt may be provided an opportunity to offer correction and/or counseling of unacceptable practices by Consultant. Client warrants that its facilities and operations will comply at all times with all federal, state and local safety and health laws, regulations and standards, including OSHA standards, and that Client will be responsible for providing all safety training and equipment, and for each Consultant's compliance with health and safety requirements, including those instituted by Client.

7. Employment of Consultants.

Client agrees that it will not directly or indirectly, personally or through an agent or agency, contract with or employ any Consultant introduced or referred by Sunbelt for a period of one year after the latest date of introduction, referral, or placement or the conclusion of Consultant's assignment through Sunbelt. If Client or its affiliate enters into such a relationship or refers Consultant to a third party for employment, Client agrees to pay an amount equal to \$22,500 or thirty-five (35) percent (whichever is greater) of the Consultant's first year's annual salary, including any signing bonus, as agreed upon at the time of hiring. Payment is due and payable to Sunbelt upon start date.

8. Equal Opportunity.

It is the policy of Sunbelt to provide equal opportunity to all Consultants for employment. Sunbelt and Client will screen based on merit only. All Consultants will be free from discrimination due to race, religion, color, sex, national origin, age, or disability.

9. Professional Fees.

Client will pay Sunbelt based on the service charges specified in the Assignment Confirmation included as an addendum to this Agreement. Sunbelt pays its Consultant(s) overtime in compliance with federal, state, and/or local laws. Sunbelt will bill Client at one and one-half times the regular bill rate for all hours Sunbelt is required to pay the Consultant(s) overtime. It is Client's responsibility to notify Sunbelt if pre-approval is required for any or all overtime hours prior to any such hours being worked.

10. Payment Terms.

Client will be billed on a weekly basis for all services provided during the previous week. Payment is due within fifteen (15) days of receipt of invoices. Invoices shall be considered past due if not paid by the agreed-upon due date. Client agrees to pay all necessary collection costs of amounts past due, including reasonable attorney's fees and costs. Additionally, Sunbelt reserves the right to approve or to discontinue any extension of credit and the terms governing such credit.

11. Timekeeping and Invoicing.

Client will ensure that Consultants accurately record the start and stop times for all hours worked, in accordance with the Client's policies utilizing the Client designated method which may include the submission of Sunbelt's timesheet. Timesheets are due weekly by 12:00 PM on the Monday following the end of Client's designated workweek.

Sunbelt will generate an invoice for Client based on timesheets submitted. Client must review the invoice and notify Sunbelt of any errors, including billed hours or improper rates, immediately and in writing. Invoicing errors not received within thirty (30) days of the date of invoice shall not be disputed and invoices will be due in full.

12. Administrative Responsibilities.

Client shall be responsible for orienting Consultant to Client's policies and procedures regarding the submission of any requisite paperwork which must be tendered for reimbursement by funding entities such as Medicare, Medicaid, or health insurance. Such paperwork may include, but is not limited to, patient care plans, comprehensive patient histories, individual education plans, or Client specific program plans. During the contracted assignment, should Consultant fail to submit paperwork as required per Client's policies and procedures, Client must notify Sunbelt in writing within three (3) business days of alleged failure. Failure to notify Sunbelt before assignment ends shall negate any Client claim to withhold payment due to untimely work and/or paperwork non-compliance by Consultant. Client agrees that all approved time sheets by Client's assigned representative are not subjected to billing dispute if Client fails to notify Sunbelt of time sheet and work performed discrepancies.

13. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER WHATSOEVER FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING ANY DAMAGES ON ACCOUNT OF LOST PROFITS, LOST DATA, LOSS OF USE OF DATA, OR LOST OPPORTUNITY, WHETHER OR NOT PLACED ON NOTICE OF ANY SUCH ALLEGED DAMAGES AND REGARDLESS OF THE FORM OF



ACTION IN WHICH SUCH DAMAGES MAY BE SOUGHT. THE FEES AND BILLINGS DUE UNDER THIS AGREEMENT ARE NOT CONSIDERED SPECIAL DAMAGES OR LOST PROFITS AND SHALL NOT BE LIMITED BY THESE PROVISIONS.

14. Incident and Error Tracking.

Client will report to Sunbelt any performance issues, incidents, errors and other events related to the care and services provided by Sunbelt employees. Sunbelt will document reported incidents in employee's personnel file and track all such events for quality assurance purposes. All supporting documentation is required within seventy-two (72) hours of the occurrence.

15. Reporting of Work-Related Injuries.

Client will maintain a safe working environment and provide all appropriate personal protective equipment as deemed appropriate by the Client and suitable to the setting to which Sunbelt's Consultant has been assigned. Client ensures compliance with all applicable OSHA obligations to include general training on the reporting of work-place injuries, incidents, and occupational exposure to bloodborne pathogens occurring at Client facility. Records of such occurrences must be maintained by the Client and accessible to Sunbelt within guidelines set forth by governing entities. In the event of work-place injury, incident or exposure, each affected Consultant will contact their immediate Client-appointed supervisor and report to the applicable treating department as per Client protocol. Consultant shall also report work-place injury, incident or exposure to Sunbelt concurrently with Client for the purpose of reporting such event to Sunbelt's worker's compensation carrier. If Sunbelt's Consultants are not eligible for treatment of work-place injury, incident or exposure by Client or if reporting requirements change during the term of this Agreement, Client is responsible for written notification of such information to both Sunbelt and Sunbelt's Consultant.

16. Termination of Contracted Assignment with Cause.

Immediately upon occurrence, Client has the obligation to report each deviation from the accepted standard of practice, policies and procedures as orientated to Consultant, behavior, and or any incident that would be considered averse to the overall operation of Client. Client may request that Sunbelt facilitate the immediate removal of Consultant due to any of the issues preceding with written and/or verbal notice. The Client, however, may not immediately terminate a Consultant unless Sunbelt has been notified prior to final incident or unless a single incident warrants immediate dismissal prior to Sunbelt's notification. All supporting documentation specifying the reasons and facts of the termination is required within forty-eight (48) hours of termination. If the Client does not report such deviation(s) and subsequently terminates Consultant or if Client does not provide required documentation following a termination within the required timeframe, Client will be assessed as liquidated damages and not as a penalty, an amount equal to one (1) week of billing. The parties agree that Sunbelt's Consultants are an integral part of its operation and a resource that may have been developed over a number of years. Any delay or absence of a written and verbal notice could result in lost revenue or other consequences not foreseen at this time and therefore the liquidated damages are not unreasonable to the probable loss to be suffered by Sunbelt in the event of your breach of this provision. Client will be responsible for all professional fees (and expenses if applicable) up to the point of termination. Termination with cause must be documented prior to termination in accordance with the Incident and Error Tracking procedures set forth in paragraph 14 of this agreement. Sunbelt shall have five (5) business days to refill the position in the event of termination with cause. Should Sunbelt identify a suitable Consultant, Client agrees to original terms or extended terms of the terminated Consultant's assignment.

17. Termination of Contracted Assignment without Cause.

Client may cancel an assignment with sixty (60) days written notice. Client is responsible for all charges and fees prior to cancellation date and through the 60-day period of notice. In the event Client is unable to provide sixty (60) days' notice of termination, Client will be billed for sixty (60) days at the agreed upon regular bill rate and minimum hours. In the event of termination without cause, Client will be responsible for any housing and travel costs actually incurred by Sunbelt as a result of such cancellation.

18. Guaranteed Minimum Hours.

Client agrees to provide Consultant the guaranteed number of work hours per week specified in the attached Assignment Confirmation Addendum A. Cancellation of prescheduled workdays or reduction in work hours by Client will be billed reflecting the guaranteed minimum work hours. Minimum work hours shall be reduced to reflect scheduled school closings for holidays and planning days.



19. Paid Sick Leave.

For those jurisdictions that have passed or will pass legislation requiring Paid Sick Leave, Paid Sick Time will be billed back to Client at the straight-time bill rate for all hours taken by any Consultant assigned to Client. This section is not applicable until the effective date of such legislation has been reached.

20. Unscheduled Facility Closure Policy.

Sunbelt will incur fixed expenses over the entire course of a Consultant's contract assignment with Client related to the Consultant's housing and per diem costs. The parties agree that in the event of an unforeseen or unexpected interruption in a Consultant's assignment resulting from an unscheduled closure, complete or partial, of Client's facilities due to natural or manmade disasters, such as, and without limiting the generality of the foregoing, fire, storms, flooding, earthquake, labor unrest, riots, and/or acts of terrorism or war (each an "Unscheduled Closure"), Client will transition to virtual services for all Consultants whose services can be performed in such a setting. Client shall be billed for services performed at the regular contracted hourly bill rate for all hours worked by Consultant. Virtual service hours shall be entered and processed according to the normal time submittal and approval process unless otherwise requested by Client and agreed upon by Sunbelt. Sunbelt and Client will mutually determine which contracted disciplines qualify for virtual services. For contracted services not eligible for virtual services, Client will be invoiced and shall pay for each such affected Consultant's services at the reduced rate of 75% of the regular hourly bill rate for the total hours normally scheduled for each day that the Consultant(s) is unable to work by virtue of such Unscheduled Closure.

21. Multiple Locations.

If client requires Consultant to travel to and perform services at more than one location, Client will compensate Sunbelt for travel time between facilities at the regular hourly bill rate and for mileage up to the current acceptable IRS reimbursement rate.

22. Issue Resolution.

In the event Client encounters an issue that is not satisfactorily resolved by its Sunbelt representative, Client should escalate the issue to the appropriate Sunbelt manager by calling 800-659-1522 or emailing info@sunbeltstaffing.com.

23. Indemnification.

To the extent permitted by law, each party will be responsible for damages associated with third party claims to the extent of their respective negligence, willful misconduct or breach of this agreement.

24. Confidentiality.

Each party acknowledges that as a result of this Agreement, they will learn confidential information of the other party. Confidential information is defined as that information which is private to each party but is shared by one to the other party as required to accomplish this Agreement and **includes bill rates, fees for permanent placements and terms and conditions of this Agreement**. It is agreed that neither party will disclose any confidential information of the other party to any person or entity. Neither will it permit any person nor entity to use said confidential information.

Disclosures required by law including properly executed Freedom of Information Act requests and information shared to the appropriate individuals within the respective organizations as necessary to execute this Agreement shall be the only exceptions permitted under this Agreement.

Confidential Information of Sunbelt shall include, but is not limited to, any and all unpublished information owned or controlled by Sunbelt and/or its employees, that relates to the clinical, technical, marketing, business or financial operations of Sunbelt and which is not generally disclosed to the public including but not limited to employee information, technical data, policies, financial data and information to include contract terms and provisions, billing rates, permanent placement fees whether disclosed orally, in writing or by inspection. If the receiving party shall attempt to use or dispose of any of the Confidential Information, or any duplication or modification thereof, in any manner contrary to the terms of the foregoing, the disclosing party shall have the right, in addition to such other remedies which may be available to it, to obtain an injunctive relief enjoining such acts or attempts as a court of competent jurisdiction may grant, it being acknowledged that legal remedies are inadequate.

25. Family Education Rights and Privacy Act.

Sunbelt shall comply with all laws, rules and regulations pursuant to the Family Educational Rights and Privacy Act, 20 USC 1232g ("FERPA") and acknowledges that certain information about the Client's students is contained in records maintained by Sunbelt and the Consultant and that this information can be confidential by reason of FERPA and related Client policies. Both parties agree to protect these records in accordance with FERPA and Client policy. To the extent



permitted by law, nothing contained herein shall be construed as precluding either party from releasing such information to the other so that each can perform its respective responsibilities. As it applies, Consultants assigned to Client will execute a FERPA Statement of Understanding outlining appropriate guidelines.

26. State Retirement System Notice.

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

27. Conflicts of Interest.

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

28. Notices.

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

Sunbelt Staffing LLC
Contract Department
501 Brooker Creek Blvd
Suite A-400
Oldsmar, FL 34677
contractnotices@sunbeltstaffing.com

To Client
Client: Santa Rosa City School District

Address: 211 Ridgway Avenue, Santa Rosa, CA 95401

29. Survival.

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

30. Governing Law.

This Agreement shall be governed by the laws of the state of Delaware.

31. Modification of Agreement.

This Agreement may not be modified, amended, suspended, or waived, except by the mutual written agreement of the Parties who are authorized to execute the agreement.

32. Entire Agreement.

This Agreement represents the entire agreement between the parties and supersedes any prior understandings or agreements whether written or oral between the parties respecting the subject matter herein. This Agreement may only be amended in a writing specifically referencing this provision and executed by both parties. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, personal representatives, successors and assigns, subject to the limitations contained herein. The unenforceability, invalidity or illegality of any provision of this Agreement shall not render any other provision unenforceable, invalid or illegal and shall be subject to reformation



to the extent possible to best express the original intent of the parties. This Agreement and attached Assignment Confirmation contain terms that may only be altered when agreed upon in writing by both parties.

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

Client ID - CLIENT NAME

69200 - Santa Rosa City School District

Sunbelt Staffing, LLC

Stuart Maness *3/7/24*
Client Representative Signature Date

Stuart Maness

Stuart Maness

Stuart Maness

Division Director
March 07, 2024 20:36 UTC
IP: 38.140.226.242

Print Name

Stuart Maness - Spail Santa

Title



2024 2 Color Custom Book 8.5x11 Contract

2880 Old U.S. Hwy. 231 S.
Lafayette, IN 47909-2414
Phone: (800) 705-7526
Fax: (765) 471-8874

School Santa Rosa High School 1235 Mendocino Ave Santa Rosa, CA 95401	Administrator Dr. Mark Ryan, Principal Phone: (707) 890-3850 Fax: (707) 528-5724 Email: mryan@srcs.k12.ca.us	Contact Mr. Mark Ryan, Principal Phone: (707) 890-3850 Cell/Summer Number: _____ Email: mryan@srcs.k12.ca.us
Date: 4/4/2024 Sales Rep: Julie Felix julie.felix@schooldatebooks.com CSR: Crissy Tarvin crissy@schooldatebooks.com		

Billing and Shipping	
Bill To PO#: Santa Rosa High School Mr. Mark Ryan 1235 Mendocino Ave Santa Rosa, California 95401 United States Email: mryan@srcs.k12.ca.us	Ship To Santa Rosa High School Mr. Mark Ryan 1235 Mendocino Ave Santa Rosa, California 95401 United States Phone: (707) 890-3850 Email: mryan@srcs.k12.ca.us

Desired Delivery Date: 8/1/2024

Product	#Books	#Pages	Add'l Monthlies	52-Week	Cost/Book	Base Cost
2 Color Custom Book 8.5x11	2,500	240	Two Page Monthlies Before	<input type="checkbox"/>	\$12.25	\$30,625.00

Discounts *Discounts do not apply to three-year contracts

4% Discount per year with a three-year contract	\$30,625.00	x	0.00	-\$0.00
4% Discount for contracts received by 10/27/23*	\$30,625.00	x	0.00	-\$0.00
3% Discount for contracts received by 12/15/23*	\$30,625.00	x	0.00	-\$0.00
2% Discount for contracts received by 4/12/24*	\$30,625.00	x	0.00	-\$0.00
1% School District Discount	\$30,625.00	x	0.00	-\$0.00

Standard Options

Events listed each day on any calendar design and posted online	FREE
Handbook formatted by School Datebooks and posted online	FREE
Custom cover in your colors and proof of entire datebook for your approval, posted online	FREE
Text Ink Colors -	FREE

Cover Options

▶ Custom PolyFusion™ 100% custom, full-color front and back covers - highest durability	\$0.00	x	0	\$0.00
Printing on inside covers (inside front and inside back)	\$0.45	x	2,500	\$1,125.00

Enhancements

Vinyl pocket page	\$0.50	x	2,500	\$1,250.00
Stickers (per sheet)	\$0.50	x	2,500	\$1,250.00
Card-stock hall pass	\$0.25	x	0	\$0.00
Events placed twice	\$250.00	x	1	\$250.00
Typing events	\$250.00	x	0	\$0.00

Accessories

This Week Marker	\$0.30	x	2,500	\$750.00
Teacher Lesson Plan and Grade Book	\$4.95	x	0	\$0.00

Sub-Total* \$35,250.00

Shipping and Handling: 15% , Minimum \$20, Rate applies to contiguous US/Canada only. International shipping rates may vary and are subject to change after 30 days. S&H: \$5,287.50

Sales Tax: 0.092500 Exempt#: Tax: \$3,749.72

* Net 30 (Net due within 30 days from invoice date)* **Total (USD) \$44,287.22**

* Sales tax will be added if applicable

Buyer understands that handbook material and cover artwork are to be provided to School Datebooks, Inc. ("SDI") in the formats specified and within the deadlines provided in order to meet the desired delivery date. Failure to follow these guidelines may result in delivery delays and/or additional costs to the Buyer. Buyer understands that datebook and cover change requests after submission may result in additional costs and that quantity changes may result in a different per unit cost. Redelivery fees may apply if buyer is unable to accept delivery during the agreed upon delivery window. Cancelled contracts will be subject to a charge of 15% of the contract total or the total of all costs incurred as of the date of cancellation, whichever is greater. Buyer understands that when purchase orders are required, the buyer will be responsible for delivering the purchase order to SDI. In the event that invoices are not paid when due, Buyer will be responsible for any expenses, including reasonable legal fees, incurred by SDI in attempt to collect the balance due. Buyer represents and warrants to SDI that it owns or has the right to use and reproduce any and all trademarks, logos, images or other materials reproduced in this product. Buyer will be responsible for securing any required licenses and/or paying any and all licensing fees that may be due. Buyer agrees to indemnify and hold SDI harmless from and against any and all liability related to the use and reproduction of such items. As a representative of the Buyer, I understand and agree that I have authority to sign this contract and that this contract will remain in effect in the event that I leave my position prior to the completion of the contract.

In the event that an item on this contract is impacted by tariffs, SDI may impose a surcharge in the amount of the tariff. SDI will notify you if your order will be impacted.
*SDI reserves the right to request prepayment prior to processing an order.

One-Year Contract
We agree to purchase datebooks from School Datebooks for the year of 2024-2025.

Three-Year Contract
We agree to purchase datebooks from School Datebooks for the years of 2024-2025, 2025-2026, 2026-2027 at a 4% discount per year. The three year contract also "locks" into our current price grid for the length of the contract.* (*Shipping rate subject to change after initial year.)

04/11/2024	 <small>Lisa August (Apr 11, 2024 17:07 PDT)</small>	Associate Superintendent, Santa Rosa City Schools
<small>Date</small>	<small>Signed (School Administrator)</small>	<small>Title</small>

04/11/2024	 <small>Dr. Mark P. Ryan (Apr 11, 2024 19:28 PDT)</small>	Principal, Santa Rosa High School
<small>Date</small>	<small>Signed (School Administrator)</small>	<small>Title</small>



COMPANY ADDRESS: 2322 Cass Road
 Traverse City, MI 49684
 CREATED DATE: 04/05/24

PREPARED BY: Neil Frankenberg
 EMAIL: nfrankenberg@britteninc.com

PREPARED BY: Neil Frankenberg
 EMAIL: nfrankenberg@britteninc.com

BILL TO: Santa Rosa City Schools
 Lisa August
 211 Ridgway Avenue
 Santa Rosa, California 95401
 United States
 (707) 890-3800
 laugust@srcs.k12.ca.us

JOB NUMBER: 24368013
 CONTACT NAME: Jackie Gonzalez
 PHONE: (707) 575-0115
 EMAIL: jackie.gonzalez@simon.com

ITEM NAME	PRODUCT DESCRIPTION	UNIT PRICE	QUANTIT Y	TOTAL PRICE
Santa Rosa Plaza - Ad Panel - Backlit Wall Mount	9 mil Backlit Film Single Sided, Size: 69" x 47", Fabrication: Backlit Printed	\$37.00	1.00	\$37.00
Santa Rosa Plaza - Ad Panel - Backlit Floor Mount	9 mil Backlit Film Single Sided, Size: 69" x 47", Fabrication: Backlit Printed	\$37.00	1.00	\$37.00

SUBTOTAL:	\$74.00
SHIPPING ESTIMATE:	\$21.00
GRAND TOTAL:	\$95.00

Britten intends this quote to be an offer. Your acceptance of the quote, whether by written or verbal authorization to start work, agreeing to make payment, making payment, or by otherwise manifesting your assent, creates a contract between you and Britten. The complete terms and conditions of this contract between you and Britten (the "Agreement") can be found at our website, at <http://www.britteninc.com/terms/>. By accepting this quote, you acknowledge that you have read the Agreement and agree to be bound by its terms.

This quote does not include any applicable taxes or shipping, unless noted in the quote above. Purchase Order Numbers are preferred with all orders. Quotation is valid for 30 days or date specified in quote detail. Thank you again for the opportunity!

2322 CASS ROAD | TRAVERSE CITY, MI 49684 | USA

BRITTENINC.COM
 INFO@BRITTENINC.COM
 231-941-8200



Astro Jump@/Jubilee Jumps
 390 Rohnert Park Expressway
 Rohnert Park, CA 94928
 707-202-9590 - 415-889-5781

Event Location

Order Date: 1/30/2024 Order: 22885857

Piner High School

Alex Mateos
 2857 Bighorn Sheep Street
 Santa Rosa, CA 95407
Phone:
Cell Phone: (707) 540-1370

Start Date: 5/24/2024 12:00pm
End Date: 5/24/2024 3:00pm
Delivery method: Drop-Off

Name	Qty	Total
Wipeout	1	\$0.00
Human Foosball	1	\$0.00
Pedastal Joust	1	\$0.00
Generator	4	\$0.00
35' Tropical 2 Lane Slip-n-Slide	1	\$0.00
65' Tropical 2 Lane Slide	1	\$0.00
Event Package	1	\$3,899.00

Subtotal \$3,899.00

Total \$3,899.00

Amount Paid \$0.00

Balance Due \$3,899.00

GENERAL RULES:

NO WATER ALLOWED ON DRY UNITS...or there will be a cleaning fee charged.

1. Sort children by size, only persons of the same size allowed in jumper together.
2. The rated capacity, stated on the unit, should never be exceeded.
3. Children's safety depends on you; please control over-exuberance.
4. To avoid neck and back injuries, **FLIPS ARE NOT ALLOWED!!**
5. **Absolutely NO food, drinks or other foreign substances allowed in unit.**
6. **Do not operate ride if the wind gusts exceed 20 mph .**
7. **All riders must remove their shoes.**
8. **Adult supervision is required at all times and should assist children in entering/exiting.**
9. Supervisors should be positioned in close proximity of ride.
10. NO rough housing should be tolerated.
11. Rules posted on ride should be strictly enforced by supervisor.
12. Supervisors should have riders exit in an orderly manner, if all are to exit at once.
13. Supervisors should remain in control at all times.
14. You are responsible for the loss and any damage inflicted on the equipment while it is in your possession and any repair costs and replacement will be

Do not allow children to swing or hang on entrance/exit doorways and mesh areas.

15. **NO silly string allowed in or on unit. It will destroy the ride! A \$1,000.00 fine or entire unit replacement cost will be enforced.**

Information & Terms: A non-refundable deposit and an authorized signature on your proposal will reserve your activities and date. The balance is due on or before the date of the event prior to set-up. Please note, There is a 3% service charge for credit card payments over \$349. We reserve the right to set appropriate rules of conduct and age/weight/time limits in order to best facilitate your event and maintain a safe environment.

Cancellation and Rain Policy: This contract, after signing, is a legal and binding contract. To cancel or reschedule, sufficient notice must be given - at least 48 hours prior to start of your event. Cancellation of event with less than 48 hour notice forfeits entire deposit. Cancellation after set-up has begun forfeits any refund. Postponement of event with at least 1-week notice may entitle you to use all or part of your deposit towards a timely rescheduled event at our discretion. Any rescheduled event is subject to availability of activities at the time of notification of postponement.

Hold Harmless Provision: Lessee recognizes and understands that use of Lessor equipment may involve inherently dangerous activities. Consequently, lessee agrees to indemnify and hold lessor harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of said equipment including, but not limited to the possession, use, or operation of the equipment. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

Merger Clause: This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceable of any particular provision of this Agreement shall not affect the other provisions hereof.

Jubilee Jumps will:

1. Provide the necessary staff to set-up your event and power cords to reach a minimum of 50ft.
2. Deliver, set-up, tear-down, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

You will:

1. Provide 0 110volt/20amp electric circuits, unless a generator is rented.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 1 adult volunteer(s) to operate the activities.

NOTE: Credit Cards, Cash or Checks are accepted on delivery. Note there is a 4.9% convenience fee on all Credit charges

Tips are appreciated

Rental Amount: \$3,899.00

Balance Due: \$3,899.00

Tip:

Total:

CC#:

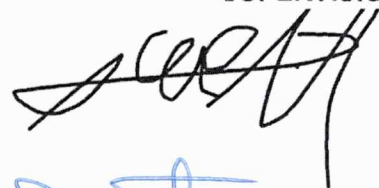
Exp:

CVV:

Name on Card

Billing Zipcode

I HAVE READ AND UNDERSTAND THE LIABILITY AGREEMENT LISTED ABOVE. I WILL PROVIDE DILIGENT SUPERVISION BY A TRAINED ADULT ATTENDANT AT ALL TIMES DURING USE.



Signature

Date

Lisa August, Associate Superintendent

Event Date: 5/24/2024

Printed Name

QUOTE

Valid until May 2, 2024

\$3,000.00

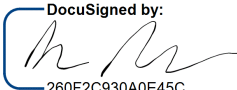
Edia

220 East 63rd Street
#7C
New York, New York 10065
United States
+1 317-565-3326
support@edia.app

QUOTE NUMBER QT-62B9BB99-0002-1
ISSUE DATE Apr 2, 2024
EXPIRATION DATE May 2, 2024

QUOTE FOR
Samuel Martinez
smartinez@srcs.k12.ca.us

DESCRIPTION	QTY	UNIT PRICE	AMOUNT
District Plan - Student License (2024-25)	100	\$30.00	\$3,000.00
Teacher License	3	\$0.00	\$0.00
Teacher PD Session (45 minutes)	2	\$0.00	\$0.00
Admin PD Session (45 minutes)	1	\$0.00	\$0.00
	Subtotal		\$3,000.00
	Total		\$3,000.00

DocuSigned by:

260F2C930A0E45C...
Joe Philleo

CEO
Edia Learning, Inc.

Edia Learning, Inc.

Terms of Service

Effective: September 9, 2021

PLEASE READ CAREFULLY: This Terms of Service includes information about your legal rights, remedies, and obligations (including automatic renewal, cancellation charges, binding arbitration, and waiver of class action).

This Terms of Service (“Agreement”) constitutes a legally binding agreement made between you, whether personally or on behalf of a school or other entity (“you,” “your,” or “User”) and Edia Learning, Inc. (“we,” “us,” “our” or “Edia”) about your access to and use of our education technology platform, which includes your access to and use of our website, any related social networking site or pages, and any associated mobile applications (the “Site”) and various tools, content, features, products, services, and other materials we provide or that may be offered or available in connection with the Site (our “Services”). The Site and our Services are referred to together as the “Edia Learning Platform.”

Acceptance of Terms

Please read the Agreement carefully before using the Edia Learning Platform. In consideration of your accessing the Site, you acknowledge the importance of protecting the integrity of the Edia Learning Platform and you agree to be bound by this Agreement and to follow any additional rules, requirements, and practices presented via the Site.

USE OF THE EDIA LEARNING PLATFORM IS CONDITIONED ON ACCEPTANCE OF THE TERMS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH ANY PART OF THIS AGREEMENT, DO NOT USE THE SITE OR OUR SERVICES.

Updates, Corrections, and Interruptions

We reserve the right, at our sole and absolute discretion, to update, modify, supplement, or delete any of the terms and conditions of this Agreement at any time or for any reason without notice to you. In addition, we may update, modify, suspend, or discontinue, any aspect of the Edia Learning Platform, including the Site and/or our Services, at any time or for any reason, effective without notice to you and without any liability to us. There may be information presented via the Site that contains typographical errors, inaccuracies, or omissions that may relate to our Services. We reserve the right to correct any errors, inaccuracies, or omissions and to change or update the information at any time, without prior notice to you. We cannot guarantee that the Site and our Services will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Edia Learning Platform, resulting in interruptions, delays, or errors that impact the Site and/or our Services. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Site or our Services during any downtime or discontinuance of the Site or our Services. Nothing in this Agreement will be construed to obligate us to maintain and support the Site or our Services or to supply any corrections, updates, or releases in connection therewith.

All updates or other modifications will be effective immediately and subject to the terms of this Agreement. We will alert you of any updates or other modifications by revising the date at the top of this Agreement and you waive any right to receive specific notice of each such update or modification. It is your responsibility to review this Agreement periodically to stay informed of any updates and you agree to be responsible for monitoring updates and other modifications to the Site and our Services. Your continued use of the Edia Learning Platform after such posting means you accept and agree to be bound by this Agreement, as modified. We also reserve the right to terminate (or suspend access to) your use of the Edia Learning Platform, the Site, our Services, or your Account, for any reason in our sole discretion, including your failure to comply with this Agreement. We have the sole right to decide if you are in violation of any of the terms stated in this Agreement.

Creating and Maintaining an Account

You may create and maintain an account (“Account”) to use the Edia Learning Platform. All information related to your Account is subject to the terms of this Agreement and our Privacy Policy. You create your Account by providing a login and password specifically for the Site or by authenticating your identity with an integrated single sign-on provider, such as Google. You are solely responsible for keeping your password confidential and for any and all use of your password and Account. You are responsible for all the actions, activities, and transactions that occur under your Account. If you suspect any unauthorized activity from your Account or any breach of security, you must immediately inform us by email at: support@edia.app.

When you create an Account, you agree to provide current, complete, and accurate information about yourself. You further agree to promptly update your Account to keep the information current. If we have reasonable grounds to suspect that any information provided by you (or on your behalf) via the Site or our Services is untrue, inaccurate, or incomplete or your use of the Site or our Services is improper, all as determined by us in our sole discretion, we may suspend or terminate your Account and refuse any and all current or future use of the Edia Learning Platform. You are responsible for all use of your Account under any name or password by any person or entity and for ensuring that your Account complies with the provisions of this Agreement. You agree to notify us immediately upon becoming aware of the loss, theft, misappropriation, or unauthorized use of your password or Account. You understand and agree that we will have no liability associated with or arising from your failure to maintain accurate information about yourself. We may at any time, in our sole discretion, suspend or terminate your Account for any reason or terminate any of our Services that require an Account. Your Account is non-transferrable. WE WILL NOT VERIFY INFORMATION YOU PROVIDE TO US OR THAT IS CONTAINED IN YOUR ACCOUNT AND WE WILL NOT BE HELD ACCOUNTABLE, RESPONSIBLE, OR LIABLE FOR ANY FALSE, MISLEADING, OR UNSUBSTANTIATED REPRESENTATION OR TESTIMONIAL MADE BY ANY USER OF THE SITE OR OUR SERVICES.

Terms of Use for the Site

Proprietary and Intellectual Property Rights. Unless otherwise indicated, the Edia Learning Platform, including all content, source code, databases, functionality, software, designs, audio, video, text, photographs, images, graphics, questions, explanations, and other materials contained in the

Site and/or our Services that are associated with the Edia Learning Platform (collectively, "Proprietary Materials") are owned or controlled by us or other parties that have licensed or otherwise provided their content to us. Proprietary Materials will be protected in all forms, shapes, mediums, and capacities, whether or not specifically delineated in this Agreement. The trademarks, service marks, and logos ("Marks") contained within Proprietary Materials are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws. The Proprietary Materials and Marks are provided on the Site and our Services "AS IS" for your information and personal or educational use only. No part of the Site or our Services and no Proprietary Materials or Marks may be copied, reproduced, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without our express prior written permission. We forbid the unauthorized use of Marks to create links. If you are eligible to use the Site and our Services, then you are granted a limited license to access and use the Proprietary Materials. We reserve all rights not expressly granted to you in and to the Site, Our Services, Proprietary Materials, and Marks.

Content. You acknowledge and agree that any questions, comments, suggestions, ideas, ratings, reviews, responses, answers, feedback, images, text, audio, video, or other unsolicited content regarding the Edia Learning Platform, including the Site or our Services ("Content") provided by you to us are non-confidential and will become our sole property. We will own exclusive rights, including all intellectual property rights, and we will be entitled to the unrestricted use and dissemination of your Content for any lawful purpose, commercial or otherwise, without acknowledgment or compensation to you. You hereby waive all moral rights to any such Content and you hereby warrant that any such Content is original with you or that you have the right to

submit such Content. You agree there shall be no recourse against us for any alleged or actual infringement or misappropriation of any proprietary right in your Content. By submitting Content to us through the Site or by any other means, you hereby release Edia from liability under any legal theory in connection with the use, modification, sale, or disclosure of any such Content. You also acknowledge and agree that we may access, use, preserve, and disclose your Content to law enforcement authorities, government officials, and other third parties if we believe it is legally required; necessary to enforce this Agreement; useful to detect, prevent, or otherwise address security, fraud, or technical issues; or reasonably necessary to protect the rights, property, or our safety and the safety of our customers. Deleted Content may be stored by us in order to comply with certain legal obligations and such deleted Content will not be retrievable without a valid court order.

Guidelines for Reviews. We may allow you to submit your ratings and/or reviews of our Services (“Reviews”). Any Reviews you submit through the Site will be treated as non-confidential and non-proprietary. Such Reviews are considered Content and are governed by this Agreement. Reviews are not endorsed by us and do not necessarily represent our opinions. We do not assume liability for any Review or for any claims, liabilities, or losses resulting from any Review. By submitting a Review, you hereby grant us a perpetual, non-exclusive, worldwide, royalty-free, fully paid, assignable and sub-licensable right to license and reproduce, modify, translate, transmit by any means, display, and/or distribute all content relating to your Reviews. Any use of our Interfaces or the Services in violation of the following guidelines for Reviews violates this Agreement and may result in, among other things, termination or suspension of your right to use the Site and our Services. We have no obligation to monitor your Reviews; however, we may in our sole and absolute discretion, delete any Review that contains

any potentially damaging computer code, process, program, application, or file; discloses proprietary information or trade secrets; is unlawful or inappropriate; or contains information that is unrelated to the Edia Learning Platform. When submitting a Review, you must comply with the following criteria:

- You will have first-hand experience with our Services being reviewed;
- Your Reviews must not contain offensive language, profanity, or abusive, racist, or hate language or references to illegal or immoral activity;
- You should not be affiliated with competitors if submitting negative Reviews;
- You should not make any conclusions as to the legality of conduct; and
- You may not submit any false statements or organize a campaign encouraging others to submit Reviews, whether positive or negative.

Copyright Infringement Policy We respect the intellectual property rights of others and request that all users of the Edia Learning Platform do the same. In accordance with the provisions of the Digital Millennium Copyright Act (“DMCA”), if you believe that any content available in or through the Site infringes upon any copyright you own or control, you may send a written notice of copyright infringement (“Notification”) containing the following information to our Designated Agent to Receive Notification of Claimed Infringement (our “Copyright Agent”):

- A physical or electronic signature of a person authorized to act on behalf of the allegedly infringed copyright owner;
- identification of the works or materials being infringed;

- identification of the material this is claimed to be infringed, with sufficient detail to enable us to find and verify its existence;
- contact information about the notifier;
- a statement that the notifier has a good faith belief the material identified that is claimed to be infringed is not authorized by the copyright owner or the law; and
- a statement made under penalty of perjury that the information provided is accurate and the notifier is authorized to make the complaint on behalf of the copyright owner.

Send your Notification by email to support@edia.app. Please see DMCA 17 U.S.C. § 512(c)(3) for the requirements for a proper takedown notification. Upon receipt of your Notification, we will remove or disable access to the infringing content identified in your Notification; however, we may ask you to provide further or supplemental information prior to removing any content from our Interfaces. Please be advised that pursuant to federal law you may be held liable for damages if you make material misrepresentations in a Notification.

If a counter-notice is received by our Copyright Agent, we may, in our discretion, send a copy of the counter-notice to the original complaining party information that individual that we may replace the removed material or cease disabling it in 10 business days. Unless the copyright owner file an action seeking court order against the content provider accused of committing copyright infringement, the removed content may be replaced or access to it restored in 10 or more business days after receipt of the counter notice, at our discretion.

Managing the Site. We reserve the right, but not the obligation, to monitor the Site for violations of this Agreement; take appropriate legal action against anyone who we believe is in violation of the law or this Agreement, including without limitation, reporting such individual to law enforcement authorities; and otherwise manage the Site in a manner designed to protect our rights and property and to facilitate the

proper functioning of the Edia Learning Platform.

Links and Advertisers

The Site may contain links to other websites as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software and other content or items belonging to or originating from third parties. Such third party websites and content are not investigated, monitored or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for the accuracy, offensiveness, opinions, reliability, privacy practices or other policies of third party websites accessible by link from or to the Site. We may provide links to you only as a convenience and the inclusion of, linking to or permitting the use or installation of any link does not imply approval, affiliation, adoption, or endorsement of any third party website by Edia. If you decide to click on a link or use or install any content from a third party website, you do so at your own risk. We take no responsibility whatsoever in relation to any purchases you make on other websites.

We may accept advertisers to display their ads and other information via the Site. We expect advertisers to take full responsibility for any ads placed, any services provided, or any products sold through those ads. By using the Edia Learning Platform, the Site, or our Services, you expressly relieve us from any liability arising from your use of the ads or third-party websites. You agree that we do not endorse the

products or services offered in ads and you will hold us harmless from any harm caused by your purchase of products or services or use of content from advertisers or third party websites.

Acceptable Use Policy

This Acceptable Use Policy is incorporated into the Agreement and describes prohibited actions and activities. Any use of the Site or our Services that does not comply with this Acceptable Use Policy may result in, among other things, termination or suspension of your right to use the Edia Learning Platform. When you access the Site or use our Services, you represent and warrant as follows:

Capacity to Contract. You are either: (i) at least 18 years of age and you have the legal capacity to enter into this Agreement; or (ii) you are under the age of 18 and you have received permission from your parent or legal guardian to access the Site and use our Services.

Unauthorized, Illegal, and Fraudulent Activities. You will not use or attempt to use the Site or our Services for any illegal purpose; in violation of any applicable law or regulation; in any manner that is false or misleading; to engage in fraudulent activities in connection with your Account or with respect to third parties; for the purpose of accessing or obtaining our proprietary or trade secret information; or for any purpose other than that for which we make the Edia Learning Platform available.

Malicious Software. You will not access the Site through automated or non-human means, whether through a bot, script, or otherwise and you will not hack or interfere with the Site, our Services, our servers or any connected networks, and you will not upload corrupted files or files that contain

viruses, Trojan horses, worms, time bombs, cancel-bots, or other computer programming routines or similar software that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data, or personal information

Harmful Activities. You will not engage in activities or use the Site to transmit any information that may be libelous, defamatory, otherwise malicious or harmful, or discriminatory based on race, sex, religion, nationality, disability, sexual orientation, or age.

Term and Termination

This Agreement, as updated from time to time, will remain in full force and effect while you use the Edia Learning Platform. You may terminate your use of the Site and our Services at any time or for any reason. WITHOUT LIMITING ANY OTHER PROVISION OF THIS AGREEMENT, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, TERMINATE YOUR USE OF THE SITE OR OUR SERVICES AND DELETE YOUR ACCOUNT, WITHOUT WARNING, IN OUR SOLE DISCRETION. Upon termination of this Agreement, you must cease using the Edia Learning Platform.

Disclaimers

THE SITE, OUR SERVICES, AND ALL MATERIALS ASSOCIATED WITH THE EDIA LEARNING PLATFORM ARE PROVIDED ON AN “AS-IS,” “WITH ALL FAULTS,” AND “AS-AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES IN CONNECTION WITH THE SITE, OUR SERVICES, AND ALL

USE OF THE EDIA LEARNING PLATFORM, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES ABOUT THE ACCURACY OR COMPLETENESS OF THE CONTENT AND MATERIALS AVAILABLE VIA THE SITE OR THE CONTENT OF ANY THIRD PARTY WEBSITES OR ADVERTISERS AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ERRORS, MISTAKES, OR INACCURACIES OF CONTENT OR MATERIALS: PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SITE OR OUR SERVICES; ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SITE OR OUR SERVICES; ANY SUSCEPTIBILITY OF THE EDIA LEARNING PLATFORM TO MALWARE VULNERABILITIES; ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SITE OR OUR SERVICES BY ANY THIRD PARTY; OR ANY ERRORS OR OMISSIONS IN ANY CONTENT OR MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SITE OR OUR SERVICES. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE.

Limitations of Liability

TO THE FULLEST EXTENT PERMITTED BY LAW, IN NO EVENT WILL EDIA OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY OTHER PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF OR INABILITY TO USE THE EDIA LEARNING PLATFORM, THE SITE, OR OUR SERVICES, INCLUDING WITHOUT LIMITATION ANY DAMAGES CAUSED BY OR RESULTING FROM YOUR RELIANCE ON INFORMATION OBTAINED FROM THE SITE OR FROM MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS, ERRORS, DEFECTS, VIRUSES, DELAYS IN OPERATION OR TRANSMISSION, OR ANY FAILURE OF PERFORMANCE, WHETHER OR NOT RESULTING FROM AN ACT OF GOD, COMMUNICATION FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO THE SITE OR OUR SERVICES. IF YOU ARE DISSATISFIED WITH ANY ASPECT OF THE EDIA LEARNING PLATFORM OR ANY PROVISION OF THIS AGREEMENT, AS YOUR SOLE AND EXCLUSIVE REMEDY, YOU MAY DISCONTINUE USING THE SITE AND OUR SERVICES. ALTHOUGH WE WILL NOT BE LIABLE FOR YOUR LOSSES CAUSED BY AN UNAUTHORIZED USE OF THE SITE OR OUR SERVICES, YOU MAY BE LIABLE TO OTHERS, AS WELL AS TO US, IF YOU USE THE SITE OR OUR SERVICES IN VIOLATION OF THIS AGREEMENT. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY, SOME OR ALL OF THE ABOVE DISCLAIMERS OR LIMITATIONS MAY NOT APPLY TO YOU AND YOU MAY HAVE ADDITIONAL RIGHTS.

Indemnification

You agree to defend, indemnify and hold harmless Edia and all of our respective officers, agents, partners, and

employees, from and against, any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of: (a) your feedback; (b) your use of our Services; (c) breach of this Agreement; (d) any breach of your representations and warranties set forth in this Agreement; (e) your violation of the rights of a third party, including but not limited to intellectual property rights; or (f) any overt harmful act toward any user of the Site or our Services or any other third party. Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

Consent to Electronic Communications

By using the Site and/or our Services, you agree that we may collect, use, and disclose certain information about you. We may use this information to contact you using various electronic communication methods (such as email or text) for a variety of purposes, such as to inform you of additional features of the Edia Learning Platform and for purposes of informing you of any related services ("Messages"). You agree that any Messages we may transmit to you electronically will satisfy any legal communication requirements, including that such communication be in writing. You represent that when you provide us with contact information about yourself, your emergency contacts, or any other third party, that consent has been confirmed to receive Messages. You agree to notify us immediately in the event of

any change to any of the contact information you provided. You agree to regularly check your voice mail, email inbox, and text alerts for Messages from us. Please be aware that text and/or data rates may apply to Messages you may receive via your mobile device, depending on the data plan you have with your mobile network operator.

Arbitration Agreement for Dispute Resolution

THIS ARBITRATION AGREEMENT CONTAINS MANDATORY BINDING ARBITRATION AND WAIVER OF CLASS ACTION PROVISIONS THAT MAY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

Informal Negotiations. In an effort to expedite resolution and to control the cost of a dispute, difference, controversy, or claim of any kind or nature whatsoever arising out of or in any way relating to the Edia Learning Platform, this Agreement, the Site, and/or our Services (“Dispute”) brought by you against us, you and Edia hereby agree to first attempt to resolve such Dispute through negotiation and amicable settlement. You agree to make good faith efforts to resolve any Dispute informally for a period of at least thirty (30) days before initiating legal action. Informal negotiations for amicable settlement will begin when we receive written notice from you. Written notice must be sent by email to: support@edia.app.

Agreement to Binding Arbitration. If a Dispute is not satisfactorily resolved within thirty (30) days after an informal notice is received by us, then either you or Edia may submit the Dispute for a resolution to binding arbitration. You and Edia hereby agree that each and every Dispute will be

submitted to, settled, resolved, and determined via binding arbitration administered by the American Arbitration Association (the “AAA”). If the Edia Learning Platform was intended for personal or household use, the AAA is authorized to apply its Consumer Arbitration Rules (see, www.adr.org/consumer) or if the Edia Learning Platform was intended for business purposes, the AAA is authorized to apply its Commercial Arbitration Rules (see, www.adr.org/commercial) (hereafter, this “Arbitration Agreement”). No demand for arbitration may be made after the date when the commencement of legal or equitable proceedings based on such Dispute would be barred by the applicable statute of limitations. New York law will apply and the place of arbitration will be Manhattan, New York. Judgment on the award rendered by the arbitrator will be entered by any court having jurisdiction thereof.

Waiver of Right to Jury Trial and Class Action. By entering into this Arbitration Agreement, both you and Edia are relinquishing the constitutional right to have such Dispute decided in a court of law before a judge or jury, and instead, are accepting the use of binding arbitration. You hereby understand and agree to resolve each Dispute only by the use of binding arbitration administered by the AAA. In addition, this Arbitration Agreement affects your ability to participate in class, collective, or representative actions (including class or collective arbitrations). To the full extent permitted by law, it is understood and agreed by you and Edia that: (i) No arbitration shall be joined with any other proceeding; (ii) there is no right or authority for any Dispute to be arbitrated on a class-action basis or to utilize class action procedures, even if allowed under the AAA rules; and (iii) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of any other parties. **BY ENTERING INTO THIS ARBITRATION AGREEMENT, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING ANY AND ALL RIGHTS TO A TRIAL**

BY JURY AND YOU ARE GIVING UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION, CLASS ARBITRATION, OR OTHER CLASS PROCEEDING.

Mode of Arbitration and Decision. The resolution of any Dispute will be determined by one neutral arbitrator, and not a judge or jury. Each party to the Dispute is entitled to a fair hearing, but the arbitration procedures are simpler and more limited than in court. The mode of arbitration will be determined by the arbitrator. It can be in person, by phone, or online. Except where otherwise required by applicable AAA rules or applicable law, the arbitration will take place in Manhattan, New York. The arbitrator's decision is as enforceable as any court order. The decision of an arbitrator will be binding on you and Edia and there will generally be no right to appeal an adverse decision. The arbitrator will issue all decisions in writing. The arbitrator will issue a reasoned award. The arbitration proceedings and the arbitrator's award will be maintained by you and Edia as strictly confidential, except as is otherwise required by court order or as is necessary to confirm, vacate, or enforce the award. The arbitrator is not authorized to award punitive or other damages not measured by the prevailing party's actual damages.

Refusal to Proceed with Arbitration. If you refuse or fail to go forward with arbitration, we reserve the right to proceed with arbitration, the appointment of an arbitrator, and a hearing to resolve the Dispute, despite your refusal to participate or your absence. Submission to any Dispute under this Arbitration Agreement may only be avoided by a valid court order, indicating that the Dispute is beyond the scope of the Arbitration Agreement as provided by New York law or that the Dispute contains an illegal aspect precluding resolution by arbitration. Any party to this Arbitration Agreement who refuses to go forward with arbitration hereby acknowledges that the arbitrator will go forward with the

arbitration hearing and render a binding decision without the participation of the party opposing arbitration.

Choice of Law and Venue

All matters relating to the Agreement, the Site, our Services, or a Dispute, and any claim for damages arising therefrom or related thereto will be construed and interpreted in accordance with the laws of the state of New York without regard to any applicable state's choice of law provisions. You hereby consent to venue and personal jurisdiction in New York County (Manhattan), New York and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to venue and jurisdiction in such state and federal courts.

General Provisions

This Agreement, including any policies, notices, operating rules, or statements posted via the Site, or in respect to our Services, constitute the entire agreement and understanding between you and Edia. Our failure to exercise or enforce any right or provision of this Agreement will not operate as a waiver of such right or provision. This Agreement operates to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We will not be responsible or liable for any loss, damage, delay or failure to act arising out of or on account of any cause beyond our reasonable control. If any provision of this Agreement is unlawful, void, or unenforceable, that provision is deemed stricken and will not affect the validity and enforceability of any remaining provisions of this Agreement. You agree to abide by the terms of this Agreement. You hereby waive any and all defenses you may have based on

the electronic format and the lack of a hand-written signature by each party hereto to execute this Agreement.

Contact Us

If you have questions, comments, concerns, or wish to report a violation regarding this Agreement, please contact us at: support@edia.app. We will try to address all issues to the best of our ability.

**MEMORANDUM OF UNDERSTANDING
BETWEEN SONOMA COUNTY JUNIOR COLLEGE DISTRICT AND
SANTA ROSA CITY SCHOOLS**

This Memorandum of Understanding (“MOU”) is made on April 15, 2024, between the Sonoma County Junior College District (“College”) and Santa Rosa City Schools (“SRCS”).

RECITALS

WHEREAS, SRCS strives to provide high-quality ASL instruction.

WHEREAS, there is a lack of educational support students for Deaf and Hard of Hearing students and families in Sonoma County.

WHEREAS, the College seeks to partner with community organizations to offer high-quality instructional programs for Sonoma County residents, and SRCS desires to partner with the College for that purpose; and

WHEREAS, it is the intent of the parties to work collaboratively on the development and implementation of instructional ASL programming;

THEREFORE, the parties agree as follows:

1. College’s Responsibilities.

SRJC will provide 3 hours of in-person ASL instruction, weekly, to students, families, and support staff connected to the Deaf and Hard of Hearing community.

SRJC will bill SRCS for the instructor’s labor at the base hourly rate (Appendix I), \$71.23 per hour for instructor Dolph Rehkop, not to exceed \$1,632.62.

2. SRCS’ Responsibilities.

SRCS will compensate the instructor for 3 hours of instruction, weekly.

SRCS will compensate the instructor for 30 minutes of weekly consult time with site coordinator.

SRCS will compensate the instructor for 1 hour of weekly prep time.

3. Term. This MOU shall be effective upon execution by the duly authorized representatives of each party through June 30, 2024.

4. Termination. Either party may terminate this MOU by providing 30 days written notice to the other party. If the MOU is terminated early pursuant to this provision, SRCS shall pay the College for services satisfactorily rendered and for contractual obligations incurred prior to notice of termination.

5. GENERAL PROVISIONS

- A. Notice.** All notices, requests, demands, amendments, modifications, bills, or payments under this MOU shall be in writing. Notice shall be sufficient for all such purposes if personally delivered or sent by first class, registered or certified mail; or sent by facsimile transmission with written confirmation of receipt by recipient. Notice is effective upon personal delivery, two days after deposit in mail, or upon confirmed receipt by recipient.

SRCS
Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA 95401
(707) 890-3800 Xt. 80201
ATTN: Lisa August

College
Sonoma County Junior College District
1501 Mendocino Ave.
Santa Rosa, CA 95401
(707) 522-2807
Fax: (707) 522-2898
ATTN: Roam Romagnoli, LAAF Dean

- B. Assignment and Successors.** Neither party may transfer or assign its rights or obligations under this MOU, in part or in whole, without the other party's prior written consent. This MOU is binding on the heirs, successors, and permitted assigns of the parties hereto.
- C. Third Party Beneficiaries.** There are no intended third-party beneficiaries to this MOU.
- D. Nondiscrimination.** Both parties shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this MOU are incorporated by this reference.
- E. Choice of Law and Venue.** This MOU shall be governed by California law, and venue shall be in the County of Sonoma, California, and no other place.
- F. Severability.** If any provision of this MOU is determined to be illegal, invalid, or unenforceable, in part or in whole, the remaining provisions, or portions of the MOU shall remain in full force and effect.
- G. Amendment.** No supplement, amendment, or modification of this MOU shall be binding unless it is in a writing duly authorized and signed by the parties to this MOU.
- H. Provisions Deemed Inserted.** Every provision of law required to be inserted in this MOU shall be deemed to be inserted, and this MOU shall be construed and enforced as though included. If it is discovered that through mistake or otherwise that any required provision is not inserted, or not correctly inserted, this MOU shall be amended to make the insertion or correction.
- I. Entire Agreement.** This MOU constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties regarding the subject matter of this MOU and supersedes all prior written or oral understandings or agreements of the parties.
- J. Waiver.** No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this MOU shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver

of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

- K. Force Majeure.** If either party is delayed or hindered in or prevented from the performance of any act required hereunder because of strikes, lockouts, inability to procure labor or materials, failure of power, riots, insurrection, war, fire or other casualty, or other reason beyond the reasonable control of the party delayed, excluding financial inability (“Force Majeure Event”), performance of that act shall be excused for the period during which the Force Majeure Event prevents such performance, and the period for that performance shall be extended for an equivalent period. Delays or failures to perform resulting from lack of funds shall not be Force Majeure Events.
- L. Headings.** The headings in this MOU are included for convenience only and shall neither affect the construction or interpretation of any provision in this MOU nor affect any of the rights or obligations of the parties to this MOU.
- M. Execution in Counterparts.** This MOU may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.
- N. Authorization.** Each individual executing this MOU, or its counterpart, on behalf of the respective party, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the entity which he/she represents.
- O. Independent Contractor.** College, in the performance of this MOU, shall be and act as an independent contractor. College understands and agrees that all of its employees shall not be considered officers, employees or agents of SRCS, and are not entitled to benefits of any kind or nature normally provided employees of the SRCS and/or to which SRCS’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. College assumes the full responsibility for the acts and/or omissions of its employees or agents as they relate to the services to be provided under this MOU.
- P. Insurance.** With respect to the performance of work under this MOU, College shall maintain insurance as indicated below:
- 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 SRCS.”
 - 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.

Each such comprehensive or commercial general liability insurance policy shall be endorsed with the following specific language:

(1) SRCS, 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 MOU.

(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 SRCS with respect to any insurance or self-insurance programs maintained by SRCS and no insurance held or owned by SRCS 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 SRCS.

Documentation: The following documentation shall be submitted to SRCS:

(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 MOU.

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

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

College's indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Q. Mutual Indemnification. Each party (individually herein as "Indemnifying Party") shall indemnify, defend, and hold harmless to the full extent permitted by law, the other party, its governing body, officers, agents, employees, and volunteers (collectively, "Indemnified Party") 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 Indemnifying Party's performance or failure to comply with any of its obligations under this MOU, except such Liability caused by or arising from the sole negligence or willful misconduct of the Indemnified Party.

R. Dispute Resolution. The parties agree to make a good faith effort to resolve any dispute arising from or relating to this MOU through mediation prior to commencing litigation. Within sixty (60) days following a written request by either party to mediate a dispute that has not been resolved by informal negotiation, the parties shall mutually agree upon

a mediator, schedule a mediation, and shall share the costs of mediation equally, except costs incurred by each party for representation by legal counsel.

T. Joint Representation. Each party to this MOU has received a full written disclosure and understands that School and College Legal Services of California (“SCLS”) provides legal services to each of the parties. Each party agrees that following such disclosure it consented in writing to joint legal representation by SCLS for the limited purpose of drafting this MOU.

IN WITNESS WHEREOF, the parties agree to the foregoing:

SANTA ROSA CITY SCHOOLS:

Lisa August, Associate Superintendent
[Name], [Title]

Date: _____

SANTA ROSA JUNIOR COLLEGE DISTRICT:

Roam Romagnoli Dean of LAAF
[Name], [Title]

Date: 4/15/24

Appendix I: SRJC Instructor Base Hourly Pay Schedule

Schedule I: Base Hourly Assignment

Step	Class-A	Class-B	Class-C	Class-D
1	\$56.42	\$59.80	\$63.39	\$64.66
2	\$58.27	\$61.76	\$65.47	\$66.78
3	\$60.12	\$63.73	\$67.55	\$68.90
4	\$61.97	\$65.69	\$69.63	\$71.02
5	\$63.82	\$67.65	\$71.71	\$73.15
6	\$65.67	\$69.61	\$73.79	\$75.27
7	\$67.53	\$71.58	\$75.87	\$77.39
8	\$69.38	\$73.54	\$77.95	\$79.51
9	\$71.23	\$75.50	\$80.03	\$81.63



**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 __ Santa Rosa City Recreation & Parks Department __, hereinafter referred to as “CONTRACTOR”.

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: __12-2600-0-1157-1000-5800/5100-118-ELOP__

Funding Category: Base Supplemental Concentration
 Restricted: _____ Other: __ELOG/ELOP_funds_____

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: __400 students_____

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

Departmental Approval:** Roderick Castro Date: 4/15/2024
** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: __Michael J. Reimer, Ed.D., Ed. Services_____ **Phone #:** __ (707) 899-6112 _____
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: __06/01/2024_____ **Proposed Contract End Date:** __7/31/2024_____

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____
Fiscal Services Authorizer

LAST REVISED ON 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- SRCS will develop application and outreach strategies for student and family participation, working to prioritize access and equity for the district's most underserved populations.
- As a part of this, SRCS will develop a student/family application platform (via Google Form), and share applicant information with the CONTRACTOR. The CONTRACTOR agrees to the following data privacy provisions:
 - The CONTRACTOR will use shared applicant information to support the implementation of the Summer, 2024 program together with SRCS only;
 - The CONTRACTOR will not lend or sell any shared applicant information with any other outside individuals, contractors or organizations;
 - The CONTRACTOR will destroy and delete all shared applicant data at the end of summer programming (including hard and any electronic copies).
 - The CONTRACTOR will contact the SRCS Expanded Learning Opportunities Program Director (Michael Reimer; mreimer@srcs.k12.ca.us) immediately upon learning of any possible data breach.

(b) CONTRACTOR's Responsibilities and Duties:

The CONTRACTOR will provide the following for the summer programming:

- Provide organization and administration of a summer enrichment camp for a total of 400 students.
- Programming will include enrichment activities from 1:00-5:30 pm at Piner HS from June 17-July 19 (excluding 6/19 & 7/4) for ~150 students, and offerings at 2 locations (ALES & BHES) for the Recreation Sensation full day program (8:30-3:30) for ~250 students (125 students x 2 locations).
- Provide teachers and support staff for the program.

Assessment & Impact Data

SRCS will conduct a participant feedback survey to gauge participation and enjoyment of offering.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 1st, 2024, and will continue through July 31st, 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 Twenty Seven Thousand Two Hundred Three Dollars (\$ 27,203). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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?):

[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]

- Serve 400 K-8 students & their families with summer enrichment and sports programming, as detailed above.
- SRCS will conduct a participant feedback survey to gauge participation and enjoyment of offering.

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
X	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
X	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. Mutual Indemnification: Each party shall indemnify, defend, protect, hold harmless, and release the other, its officers, agents, and employees, from and against any and all claims, loss, administrative proceedings, regulatory proceedings, damages, causes of action, liability, costs or expenses to the extent arising from or in connection with, or caused by any negligent act or omission of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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.

(a) 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.

(b) 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: Joanna Moore
Street:415 Steele Lane
City/State/Zip: Santa Rosa California 95403
Phone: 707-543-4359

Email: jmoore@srcity.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 ____ DAY OF _____, 2024__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Lisa August _____

Print Name: Maraskeshia Smith

Associate Superintendent

Title: City Manager

shoyos@srcs.k12.ca.us

Email: msmith@srcity.org

707-890-3800 x80201

Phone: 707-543-3010



**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 _4Paws, Inc _____, hereinafter referred to as “CONTRACTOR”.

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 (Code): _____ - _____ - _____ - _____ - _____ - _____ - _____ - _____

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: _____

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

Departmental Approval:** _____ Date: _____
** Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: _____ **Phone #:** _____
Name of SRCS employee **AND** dept. or school site

Proposed Contract Start Date: _____ **Proposed Contract End Date:** _____

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____
Fiscal Services Authorizer

LAST REVISED ON 3-12-24

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide space at the Santa Rosa High School Mental Health Fair on 4/26/24.

(b) CONTRACTOR's Responsibilities and Duties:

- Therapy dog teams will come and visit the school and students are free to interact with them.
- Will not leave dogs unattended.
- Will not supervise students alone.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on April 26, 2024, and will continue through April 26, 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 zero Dollars (\$0.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

No compensation

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?):

Children can learn social skills, develop academic skills, and feel good about school and themselves with a dog's help.

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
	Priority 3- High Quality Staff
	Priority 4- Teaching and Learning Environment and Resources
	Priority 5- Equity and Excellence
<input checked="" type="checkbox"/>	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: 4 Paws

Street: 2 Padre Parkway, Suite 201B

City/State/Zip: Rohnert Park, CA 9495

Phone:

Email: 4pawsoffice@gmail.com

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 _____, 20__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Lisa August

Associate Superintendent

shoyos@srcs.k12.ca.us

707-890-3800 x80201

Signature: _____

Print Name: _____

Title: _____

Email: _____

Phone: _____

DISTRICT

AUTHORIZED SIGNER or CONTRACTOR

Signature: _____

Lisa August

Associate Superintendent

shoyos@srcs.k12.ca.us

707-890-3800 x80201

Signature: Michelle Lue

Print Name: Michelle Lue

Title: Secretary Board of Directors

Email: 4paws office @ gmail.com

Phone: (707) 585-9032