

To: Tim Zalunardo, Director, Santa Rosa City Schools, tzalunardo@srcs.k12.ca.us

From: Ethnic Studies Facilitators

Title: Understanding Identity and Applying Ethnic Studies

Scope of Work:

Facilitators will lead participants through experiences designed to facilitate understanding of the foundations of Ethnic Studies content and pedagogical practices. Participants will engage in community-building while understanding how their identity and lived experiences are applied to the principles of Ethnic Studies.

Dates: June 17, 18, 20, and 21

Time: 8 am - 2 pm (1:00-2:00 - office hours)

Commitment

| Item | Timing | Hours | Cost |
|--|---------|---------------------------------------|----------|
| Foundations of Ethnic Studies | June 17 | 7 hours x 3 practitioners (in person) | \$12,080 |
| Understanding Identity in relation to Ethnic Studies | June 18 | 7 hours x 3 practitioners (in person) | \$12,080 |
| Foundations of Ethnic Studies Pedagogy | June 20 | 7 hours x 3 practitioners (in person) | \$12,080 |
| Applying Ethnic Studies Principles | June 21 | 7 hours x 3 practitioners (in person) | \$12,080 |
| | | | |
| Total | | | \$48,320 |

Lisa August
Associate Superintendent/Chief Business Official

Date

Tricia Gallagher-Geurtsen
Name & Signature, Signature, Cutting Edge Education Representative

Date



Pupil Personnel Services Division
SCHOOL OF EDUCATION

AGREEMENT BETWEEN

FRESNO PACIFIC UNIVERSITY
DIVISION OF PUPIL PERSONNEL SERVICES
&
SANTA ROSA CITY SCHOOLS
SANTA ROSA, CALIFORNIA

THIS AGREEMENT entered into this 23rd day of April in the year 2024 by and between Fresno Pacific University, hereinafter called the University, and Santa Rosa City Schools, in Santa Rosa, California hereinafter called the District

It is mutually agreed between the parties hereto, as follows:

I.

Supervised Practicum or Internship Experiences" as used herein and elsewhere in this Agreement, means active participation in the duties and functions of a professional school counselor/school psychologist/behavior analyst under the direct supervision and instruction of employees of the University and facilitated by employees of the School (school site cooperating professionals) who hold a valid PPS School Counseling or School Psychology credential issued by the California Commission on Teaching Credentialing (CTC) authorizing them to serve as a professional in the schools in which the internship or sitework is provided. School site cooperating professionals shall refer to an employee of the District holding a valid, clear, pupil personnel services credential issued by the Commission who has three or more years of experience in their credentialed area of work or a Board Certified Behavior Analyst (BCBA) who has three or more years of experience.

The District shall provide an Internship or Practicum experience through the pupil services program operating within the jurisdiction of the District. Such experiences shall be conducted under the direct supervision and instruction of employees of the University and facilitated by employees of the District

The District may refuse to accept for an Internship or Practicum experience any intern or student of the University assigned to the district, and upon the request of the district, the University shall terminate the assignment of the intern or practicum student in the district. Students (School Counseling/Psychology/BCBA interns and practicum students) shall be subject to the standard background check of other applicants for employment.

The District agrees to provide a broad and multifaceted experience and provide interns and practicum students the opportunity to engage in the full range of activities expected of a Behavior Analyst, school counselor or school psychologist. The District agrees to provide each university student adequate time and opportunity in the school setting to complete the

site-based requirements outlined in the course syllabus for School Psychology, School Counseling or Behavior Analysis site-based work. The intern or practicum student will provide this information to their school site cooperating professional.

Practicum/Site-Based Work in School Psychology

The district agrees to provide candidates with site-based opportunities and specific experiences aligned with the School Psychology Performance Expectations (SPPE) developed by the California Commission on Teacher Credentialing (CTC) as a part of the Pupil Personnel Services Credential Programs outlined in PSA-20-09. These experiences (SPPEs) must include, but are not limited to the following: (a) data-based decision making, (b) consultation and collaboration, (c) interventions and support to develop academic skills, (d) behavior interventions and mental health services to develop social and life skills (e) direct and indirect services-school wide practice to promote learning, (f) school-wide practices to promote behavioral and mental health (g) family-school collaboration, (h) human diversity, (i) research and program evaluation, and (j) legal, ethical and professional practices and dispositions.

There are two required levels of school-based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating experience or internship, and is conducted in site-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs. The program has systematic means of evaluating the practicum experiences to ensure the acquisition of the performance expectations by candidates.

A minimum of 450 clock hours of practicum is required according to the following standards and guidelines.

All practicum experiences are evaluated. School supervisors will be expected to participate in evaluations of their interns or practicum students. School supervisors will also be expected to participate in 2-3 meetings with the University supervisor each semester. More information on the CTC requirements is available at ctc.ca.gov.

Internship or Culminating Experience in School Psychology

The second level of site-based experiences is the culminating experience, or internship which provides candidates the opportunity to demonstrate the full range of skills acquired during formal training, and to acquire additional knowledge and skills most appropriately gained through supervised professional experiences. Under the supervision of a credentialed school psychologist, candidates provide direct and indirect services to pupils, parents, and school staff in all areas of training.

A minimum of twelve hundred (1,200) clock hours of site-based experience is required according to the following guidelines: CTC Pupil Personnel Services: School Psychology Program Standards 6.

1. The culminating experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years. And consists of a minimum of twelve hundred (1,200) clock hours of site-based experience.
2. The culminating experience or internship must include a minimum of one thousand (1000) clock hours in a preschool – grade 12 school setting providing direct and indirect services to pupils.
3. A written plan for the culminating experience is prepared and agreed upon by representatives of the local educational agency, the site supervisor(s), and program supervisory staff. The experience plan is completed early in the semester and is periodically reviewed and revised. The plan identifies the objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan is organized around the School Psychology Professional Expectations (CTC) and includes plans to demonstrate those Professional Expectation. The plan also delineates the responsibilities of the University, the District, and the local supervisory personnel. (CTC School Psychology Program Standard 5)
4. Candidates receive academic credit for the culminating experience or internship, and the experience is recognized primarily as a training activity with appropriate supervision by the cooperating school district and the program.

The district agrees to provide interns or practicum students with a minimum of two (2) hours of supervision each week (prorated for part-time placements). Site supervisors will be trained by University staff each year and be given a copy of the student's practicum/internship syllabus and competency checklist. They will participate in the student's evaluation at the end of each semester. Site supervisors will be expected to participate in the "Program Exit and Evaluation" meeting held at the conclusion of the student's internship. (CTC School Psychology Program Standard 5)

Clinical Practice Hours in School Counseling

The district agrees to provide candidates with site-based opportunities and specific experiences aligned with the School Counseling Performance Expectations (SCPE) developed by the California Commission on Teacher Credentialing (CTC) as a part of the Pupil Personnel Services Credential Programs outlined in PSA-20-09. The candidate's total clinical practice hours experience includes the following:

1. Candidates are required to complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as clinical hours needed for a Child Welfare and Attendance (CWA) authorization. At least six hundred (600) clock hours must be completed in public school settings with Pre-K-12 pupils. If a candidate elects to complete 200 of the 800 hours in a setting outside

of the Pre-K-12 school system, they must have a site supervisor that has a master's degree in counseling or a related area.

2. The opportunity for the candidate to gain supervised experience in the understanding and use of a variety of school resources, including: data and information systems on student learning and achievement; career development materials; information on colleges and universities; the use of school technologies for information access, teaching and learning; and tests and measures used in assessing student learning and achievement, development of school, family, and community partnership.

3. The opportunity for the candidate to gain supervised experience in comprehensive student support systems that provides prevention and intervention services on behalf of students around crisis and trauma, including but not limited to: suicide and homicide risk and assessment and school shootings.

4. The opportunity to work with students of diverse backgrounds (150 hours) including socioeconomic disadvantages, English learners, homeless youth, foster youth; students with disabilities (including Section 504 plans), students experiencing suspension and expulsion from school, sexual minority youth (LGBTQ+), racial and ethnic minorities; and understand information on school, district, State, and Federal policies and the impact of resulting practices.

5. A planning document for clinical experience is prepared and agreed upon by the site supervisor(s) and program faculty serving as course instructors. The plan includes the activities candidates are expected to experience, the experiences used to attain competencies, and a plan for determining competency attainment. The plan also delineates the responsibilities of both program faculty and school counseling supervisors. The plan is completed early in the clinical experience and periodically reviewed and revised.

6. Articulate and provide an example of an individualized self-care plan to ensure long-term wellness and professionalism to successfully cope with high stress situations. Dispositions and recommendations for self-care and self-work, for example, candidate participating as a counselee in individual and/or group counseling.

7. Within the required clinical practice hours, candidates are required to complete at least 100 hours of experience in each of the following areas: Social/Emotional, College/Career, and Academic (see CTC SCPEs #3, #4, and #5 for specific activities).

The district agrees to provide interns or practicum students with a minimum of one hour individually or one and one half (1.5) hours of small group supervision each week (prorated for part-time placements). Site supervisors will be trained by University staff each year and be given a copy of the student's practicum/internship syllabus and competency checklist. They will participate in the student's evaluation at the end of each semester. Site supervisors will be expected to participate in the "Program Exit and Evaluation" meeting held at the conclusion of the student's practicum/internship. (CTC Program Standard 4) More information on the CTC requirements is available at ctc.ca.gov.

Practicum/Site-Based Work in Behavior Analysis

The district agrees to provide candidates with site-based opportunities and specific experiences aligned with the 5th Edition BCBA Task List. The Task List is organized into two major sections, Foundations and Applications. These Tasks include but are not limited to the following: (a) Philosophical Underpinnings (b) Concepts and Principles (c) Measurement, Data Display, and Interpretation (d) Experimental Design (e) Ethics (f) Behavior Assessment (g) Behavior-Change Procedures (h) Selecting and Implementing Interventions (i) Personnel Supervision and Management. The governing body responsible for the 5th Edition BCBA Task List is the Behavior Analyst Certification Board (BACB) and additional information regarding the Task List can be found at BACB.org.

The practicum consists of a series of supervised experiences that occur after a candidate has begun the BCBA coursework and is conducted in site-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the 5th Edition BCBA Task List. The program has systematic means of evaluating the practicum experiences to ensure the acquisition of the performance expectations by candidates. The University provides the BCBA supervisor for the practicum experience unless other arrangements are made in advance.

All practicum experiences are evaluated. District supervisors will be expected to participate in evaluations of their interns or practicum students.

II.

Worker's Compensation Coverage. Unpaid Interns and Practicum students are volunteers of the District and not entitled to the School's Worker's Compensation coverage. The University will provide Worker's Compensation coverage to unpaid interns and practicum students for injury or disease arising out of their use of the District's facility while participating in the University's program.

Interns who are contracted employees of the District will be covered by the School's Worker's Compensation coverage.

Liability Insurance. University and the District shall maintain in full force and effect, at all times during the term of this Agreement, the following liability insurance:

1. Commercial General Liability Insurance including, but not limited to, personal injury (including bodily injury and death), and property damage for liability arising out of each of their intern/practicum student's performance under the Agreement. Coverage shall include Abuse or Molestation Liability. Said insurance coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and THREE MILLION DOLLARS (\$3,000,000) aggregate.

2. Professional Liability (Errors and Omissions) Insurance for liability arising out of, or in connection with, each of their intern/practicum student's performance under this

Agreement. Coverage shall be no less than ONE MILLION DOLLARS (\$1,000,000) per each wrongful act or offense and THREE MILLION DOLLARS (\$3,000,000) aggregate.

At the request of the District, the University shall deliver all required certificates of insurance to the District. The certificates shall make reference to all provisions and endorsements referred to in this section and shall be signed on behalf of the insurer by its authorized representative.

III.

This assignment of a student of the University to Internship and practicum experiences in the District shall be deemed to be effective for the purposes of this Agreement as of the date the student presents to the proper authorities of the University the preliminary Certificate of Clearance (or other state-mandated clearance) and to the District the assignment sheet issued by the University.

IV.

Each party shall be responsible for the negligence of its own employees. Liability is limited by California Commission on Teaching Credentialing and all other applicable laws. For purposes of this paragraph, the actions of an Intern or practicum student, while acting within the legitimate scope of their authority, shall be deemed to be the actions of the University.

V.

Discrimination Clause:

The University and the District agree to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, and the Fair Housing Act of 1968 as amended; and the District agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

The University and the District agree not to discriminate in their respective employment practices and will render services under this contract without regard to age, race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by the University or the District or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Non-Discrimination:

District agrees to: (1) immediately report to the University's Title IX Coordinator any allegation that a student at Fresno Pacific University has been discriminated against or harassed, or that the student has discriminated or harassed others; and (2) to cooperate with investigation and adjudication procedures in the Unlawful

Discrimination/Harassment Policy & Procedures, as those they may change from time to time.

VI.

HIPAA and HITECH

1. To the extent that District is a facility that is subject to the federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), the Parties agree as set forth below in this section 8. If District is not Subject to HIPAA and/or HITECH, then this section shall not apply.
 - a. Compliance at Site. That University's students and faculty are part of District's workforce for purposes of HIPAA and HITECH only when at the District. Accordingly, all faculty and students of University must comply with the District's policies and procedures regarding the use, disclosure or creation of protected health information ("PHI") or electronic protected health information ("E PHI").
 - b. Training in HIPAA and HITECH Compliance. University shall provide appropriate general training to its students regarding the requirements for the security and privacy of PHI and E PHI under HIPAA and HITECH, including the survivability of these requirements after the internship concludes. Students shall receive such training prior to their placement at the District. Faculty and students shall also complete any additional training regarding PHI and E PHI required by the District's policies and procedures, as those policies and procedures may change from time to time.
 - c. Use of PHI and E PHI Outside Site Prohibited. The Parties agree that students assigned to the District will not utilize PHI or E PHI outside of District. Students are prohibited from removing PHI or E PHI from the District's records. Use of PHI or E PHI in the classroom or for research purposes is not permitted. No PHI or E PHI accessed at District will be received, used, stored, transmitted or maintained by University. Any such use will subject the student to discipline under University's applicable procedures and is grounds for removal of the student from participation in the internship with the District.
 - d. Notice Required If PHI or E PHI Has Been Breached. The Parties agree to notify each other in writing as soon as practicable and in all events no later than 48 hours after either Party obtains knowledge that PHI or E PHI has been used, disclosed, transmitted or otherwise accessed in violation of HIPAA and HITECH.

VII.

Indemnification:

1. University agrees to indemnify, defend, and hold harmless the District and its affiliates, directors, trustees, officers, agents, and employees, against all claims,

- demands, damages, costs, and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of our resulting from the University's wrongful or negligent act or omissions in performing obligations under this MOU.
2. District agrees to indemnify, defend, and hold harmless University and its affiliates, directors, trustees, officers, agents, and employees, against all claims, demands, damages, costs, and expenses of whatever nature, including court costs and reasonable attorney's fees, arising out of our resulting from the District's wrongful or negligent acts or omissions in the performance of its obligations contemplated by this MOU.

VIII.

This Agreement will remain in force until the University or District wishes to terminate the agreement. Notwithstanding anything herein contained to the contrary, this Agreement may be terminated and the provisions of this Agreement may be altered, changed, or amended by the mutual consent of the parties hereto.

ADDITIONAL PROVISIONS

1. Nothing contained in this Agreement shall be deemed or construed to create a joint venture, partnership, principal-agent or employment relationship between the parties and neither party shall have the authority to bind the other party for any purpose.
2. This Agreement and the rights and obligations of the parties shall be governed and construed by the laws of the State of California. Any lawsuit concerning or arising out of this Agreement shall be venued in the county in which the LEA is located.
3. This Agreement supersedes all prior and contemporaneous agreements and understandings between the parties, both oral and written, with respect to its subject matter and constitutes the complete agreement and understanding between the parties, unless modified in a writing executed by both parties.
4. In the event of a dispute between the parties arising from this Agreement, the parties agree to mediate the dispute before initiating litigation. The Parties agree that with regard to any dispute or claim related to this Agreement, prior to the initiation of a lawsuit or other legal action, they shall and must, in good faith, submit the claim or dispute to mediation with any mutually agreeable neutral. The costs of the neutral will be split equally between the Parties. The prevailing party shall be entitled to recovery from the losing party the prevailing party's reasonable expenses (fees and costs) incurred in the lawsuit or legal action as allowed by law.
5. If any provision of this Agreement is determined to be invalid or unenforceable; that provision shall be amended to achieve as nearly as possible the same effect as the original provision, and the remainder of this Agreement shall remain in full force and effect.
6. No delay or failure by either party to act in the event of a breach or default hereunder shall be construed as a waiver of that or any succeeding breach or a waiver of the provision itself.

7. This Agreement may be executed in any number of counterparts, each of which shall be an original as against any party whose signature appears and all of which together shall constitute one and the same instrument.

8. There is no mentor stipend as part of this agreement.

Eileen Whelan, Ph.D., BCBA-D
Fresno Pacific University
1717 S. Chestnut Avenue
Fresno, California 93702

Santa Rosa City Schools
110 Stony Point Road
Santa Rosa, California 95403

PPS Division Chairperson **Date** **Superintendent or Designee** **Date**

Chief Financial Officer **Date** **Clerk or Secretary** **Date**
of the Board of Trustees



Quotation

770 The City Drive South
 Orange, CA 92868
 US

Quote Date: 5/17/2024
 Quote Number: Q-02871
 Expiration Date: 6/24/2024

Prepared by: Breana Lobo
 Phone:
 Email: breanal@aeries.com

Prepared for: Santa Rosa City Schools
 Phone:
 Email: ebardelli@srcs.k12.ca.us

Terms: Net 30

Bill to: Santa Rosa City Schools
 Attn: Emanuele Bardelli
 Address: 211 Ridgway Avenue
 Santa Rosa, CA 95401

Aeries Analytics

| Product Name | Qty | List Price | Start Date | End Date | Extended |
|--------------------------------|--------|------------|------------|-----------|-------------|
| Aeries Analytics | 15,060 | \$1.16 | 7/1/2024 | 6/30/2025 | \$17,469.60 |
| Aeries Analytics TOTAL: | | | | | \$17,469.60 |

Aeries EM2 App

| Product Name | Qty | List Price | Start Date | End Date | Extended |
|------------------------------|--------|------------|------------|-----------|----------|
| Aeries EM2 App | 15,060 | \$0.00 | 7/1/2024 | 6/30/2025 | \$0.00 |
| Aeries EM2 App TOTAL: | | | | | \$0.00 |

Aeries Online Enrollment

| Product Name | Qty | List Price | Start Date | End Date | Extended |
|--|--------|------------|------------|-----------|-------------|
| Aeries Online Enrollment | 15,060 | \$1.16 | 7/1/2024 | 6/30/2025 | \$17,469.60 |
| Aeries Online Enrollment TOTAL: | | | | | \$17,469.60 |



Quotation

Aeries Student Information System
in the Cloud

| Product Name | Qty | List Price | Start Date | End Date | Extended |
|--|--------|------------|------------|-----------|--------------|
| Aeries Student Information System in the Cloud | 15,060 | \$6.94 | 7/1/2024 | 6/30/2025 | \$104,516.40 |
| Aeries Student Information System in the Cloud TOTAL: | | | | | \$104,516.40 |

| Product Name | Qty | List Price | Start Date | End Date | Extended |
|--|-----|------------|------------|-----------|------------|
| Aeries Database Maintenance, per additional year | 4 | \$250.00 | 7/1/2024 | 6/30/2025 | \$1,000.00 |
| TOTAL: | | | | | \$1,000.00 |

| | |
|--------------------|--------------|
| SUBTOTAL | \$140,455.60 |
| DISCOUNT | \$0.00 |
| GRAND TOTAL | \$140,455.60 |

Please Note: The SKU for Aeries SIS and Hosting are now combined into one line item and product called Aeries SIS in the Cloud

Purchase Instructions:

One-time services will be invoiced immediately.
Subscription services will be invoiced on the start date listed above.
Net 30

Please sign below to accept this quote:

Signature _____

Name _____

Title _____

Date _____

To place your order, please return the signed copy to breanal@aeries.com.

Terms of Service

Effective Date: April 24, 2019

These Terms of Service (together with our [Privacy Policy](#), collectively, the “Terms” or this “Agreement”) is a legal agreement between you and Aeries Software, Inc., (“Aeries”). These Terms govern your use of Aeries and the products, features, apps, services, technologies, and software we offer, except where we expressly state that separate terms (and not these) apply.

Please read these Terms carefully.

1. Accepting the Terms

Your use of Aeries constitutes your agreement, without modification, to all of the terms, conditions, and notices in these Terms. If you do not accept these Terms, you may not use the Site. As used in these Terms, “we,” “our” or “us” refers to Aeries. “You,” “yours” or other similar designation refers to the person accessing or using the Site, including but not limited to LEA employees, administration officials, parents/guardians and/or students.

You may not use any of the Services and you may not accept this Agreement if you are not legally authorized to accept and be bound by these terms or are not at least 18 years of age and, in any event, of a legal age to form a binding contract with Aeries.

Before you continue, you should print or save a local copy of this Agreement for your records.

2. Privacy and your Personal Information

You can view the Aeries Privacy Policy [here](#). You agree to the applicable Aeries Privacy Statement, and any changes published by Aeries. You agree that Aeries may use and maintain your data according to the Aeries’ Privacy Policy, as part of the Services. You give Aeries permission to combine information you enter or upload for the Services with that of other users of the Services and/or other Aeries services. For example, this means that Aeries may use your and other users’ non-identifiable, aggregated data to improve the Services and/or for marketing purposes, including but not limited to a statistical analysis of the number users using the Services.

3. Your Use of the Services

Your right to access and use the Sites and the Services is personal to you and is not transferable by you to any other person or entity. You will only use the Services for your own internal, personal, non-commercial, educational use only in a manner that complies with all laws that apply to you. If your use of the Services is prohibited by applicable law when you aren’t authorized to use the Services. We can’t and won’t be responsible for your using the Services in a way that breaks the law.

district account, you are responsible for ensuring that each student, teacher, and parent account associated with your account complies with all of the restrictions set forth in these Terms.

4. FERPA and California AB 1584.

Regarding FERPA and California AB 1584 (Buchanan) Privacy of Pupil Records: 3rd-Party Digital Storage & Education Software (Education Code section 49073.1), Aeries will abide to the following:

Student records obtained by Aeries from an educational institution continue to be the property of and under the control of the educational institution. The educational institution retains full ownership rights to the personal information and education records it provides to Aeries.

Aeries users may retain possession and control of their own generated content by by emailing a request to legal@aeries.com. You may also request access to your personal information that we collect by sending a request to legal@aeries.com. We may not be able to completely remove your personal information from our systems in certain circumstances. For example, we may retain your personal information for legitimate business purposes, if it may be necessary to prevent fraud or future abuse, if required by law, or as retained in our data backup systems or cached or archived pages. All of your personal information that we keep will continue to be subject to the terms of this Privacy Notice to which you have previously agreed.

Aeries will not use any information in a student record for any purpose other than those required or specifically permitted by the Aeries Terms of Service and Privacy Policy.

Parents, legal guardians, or eligible students may review personally identifiable information in the student's records and correct erroneous information by contacting their educational institution. Additionally, if permitted by your Educational agency, Aeries users may access, correct, update, or delete personal information in their profile by signing into their account, accessing their parent and/or student account, and making the appropriate changes.

Aeries is committed to maintaining the security and confidentiality of student records. In the event of a data breach, Aeries will adhere to the applicable Federal and/or State data breach regulations of the impacted user(s). For purposes of this policy, a breach is any unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information that we maintain.

In addition, Aeries takes various security measures—physical, electronic, and procedural—to help defend against the unauthorized access and disclosure of your information. In addition to the restrictions discussed in this Privacy Policy, our employees are required to comply with information security safeguards, and our systems are protected by technological measures to help prevent unauthorized individuals from gaining access. Aeries employees are trained to observe and comply with applicable federal and state privacy laws in the handling, processing, and storage of your information. These measures meet or exceed the requirements of applicable federal and state law.

Despite these precautions, no system can be completely secure and there remains a risk that unauthorized access or use, hardware or software failure, human error, or a number of other factors may compromise the security of your information. Upon discovery or notification of any unauthorized access disclosure, Aeries will take immediate measures to safeguard and prevent further dissemination of any personal information. When reasonably able to do so, Aeries will notify the impacted parties via contact information on record, with information including but not limited:

- Company contact information.
- A general description of the breach incident.
- An explanation, to the best of our knowledge, of what happened.
- A listing of the types of personal information that is believed to be compromised.



- What steps the Company has taken to mitigate the situation, prevent it from happening again, and advice to the impacted individuals on how they can best protect themselves.
- Notifications will be sent via email to all impacted users. Written notice may be sent to the impacted Educational Agencies in addition to email. Depending on where the impacted user lives, they may have a legal right to receive notice of a security breach in writing.

Aeries will delete or de-identify personal information when it is no longer needed, upon expiration or termination of our agreement with an educational institution with any deletion or de-identification to be completed according to the terms of our agreement with the educational institution, or at the direction or request of the educational institution.

Aeries agrees to work with educational institutions to ensure compliance with FERPA and the Parties will ensure compliance by providing parents, legal guardians or eligible students with the ability to inspect and review student records and to correct any inaccuracies therein as described in statement (4) above.

Aeries prohibits using personally identifiable information in student records to engage in targeted advertising.

5. Rights You Grant to Us

By submitting information, data, passwords, usernames, other log-in information, materials and other content to Aeries through the Services, you are licensing that content to Aeries for the purpose of providing the Services. Aeries may use and store the content in accordance with this Agreement and our Privacy Policy.

As a condition of your use of this Site, you warrant to Aeries that you will not use this Site for any purpose that is unlawful or prohibited by the Terms of Use. You agree not to use this Site in any manner that could damage, disable, overburden, or impair this Site or interfere with any other party's use and enjoyment of this Site. You agree not to obtain or attempt to obtain through this Site any materials or information not intentionally made available to you through this Site.


6. Use With Your Mobile Device

Use of these Services may be available through a compatible mobile device, Internet and/or network access and may require software. You agree that you are solely responsible for these requirements, including any applicable changes, updates and fees as well as the terms of your agreement with your mobile device and telecommunications provider. AERIES MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY OR IMPLIED AS TO: (i) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; (ii) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES; AND (iii) ANY DISCLOSURE OF INFORMATION TO THIRD PARTIES OR FAILURE TO TRANSMIT ANY DATA, COMMUNICATIONS OR SETTINGS CONNECTED WITH THE SERVICES.

7. Social media sites

Aeries may provide experiences on social media platforms such as Facebook®, Twitter® and Instagram® that enable online sharing and collaboration among users who have registered to use them. Any content you post, such as pictures, information, opinions, or any Personal Information that you make available to other participants on these social platforms, is subject to the Terms of Use and Privacy Policies of those platforms. Please refer to those social media platforms to better understand your rights and obligations with regard to such content.

8. Disclaimer of Representations and Warranties

THE SITES, SERVICES, INFORMATION, DATA, FEATURES, AND ALL CONTENT AND ALL SERVICES AND  ASSOCIATED WITH THE SERVICES OR PROVIDED THROUGH THE SERVICES (WHETHER OR NOT SPONSORED BY AERIES) ARE PROVIDED TO YOU ON AN "AS-IS" AND "AS AVAILABLE" BASIS. AERIES, ITS AFFILIATES, AND ITS THIRD PARTY

SERVICES IS AT YOUR SOLE RISK.

9. Your Indemnification of Aeries

You shall defend, indemnify and hold harmless Aeries and its officers, directors, shareholders, and employees, from and against all claims, suits, proceedings, losses, liabilities, and expenses, whether in tort, contract, or otherwise, that arise out of or relate, including but not limited to attorney's fees, in whole or in part arising out of or attributable to any breach of this Agreement or any activity by you in relation to the Sites or your use of the Services.

10. Modifications

Aeries reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Sites or Services with or without notice. Aeries reserves the right to change the Services, including applicable fees, in our sole discretion and from time to time. If you do not agree to the changes after receiving a notice of the change to the Services, you may stop using the Services. Your use of the Services, after you are notified of any change(s) will constitute your agreement to such change(s). You agree that Aeries shall not be liable to you or to any third party for any modification, suspensions, or discontinuance of the Services.

Aeries may modify this Agreement from time to time. Any and all changes to this Agreement may be provided to you by electronic means (i.e., via email or by posting the information on the Sites). In addition, the Agreement will always indicate the date it was last revised. You are deemed to accept and agree to be bound by any changes to the Agreement when you use the Services after those changes are posted.

Date last modified: April 24, 2019



Solutions

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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 Community Action Partnership of Sonoma County hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

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

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

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

Number of Individuals Served: approximately 160 families

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

Departmental Approval**: _____ Date: 5/21/24
** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Alisa Haley, Executive Director Phone #: 707-890-3800-ext 80302
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2024 Proposed Contract End Date: June 30, 2025

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 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

- District will provide CAP Sonoma with a classroom for Pasitossm and Primeros Pasitossm Programs one morning a week at several Santa Rosa City school locations, including Lewis School at Via Esperanza Family Resource Center. This will include small tables and chairs for Pasitos:
- The District will provide janitorial service for the classrooms weekly, including removal of trash.
- The District will work with CAP Sonoma to facilitate the distribution of recruitment flyers for Pasitossm families at the elementary schools.
- The District commits to providing administrative and or teacher staff to work towards more complete and comparable evaluation of Pasitos Programs. To this end the District will:
 - Participate in an information sharing agreement as developed with First 5 Sonoma County and CAP Sonoma to facilitate tracing the impact of the programs that is used by the Sonoma County READY Program.
 - Monitor student progress during the K-12 school year and compare the progress of participants and non-participants.

(b) CONTRACTOR's Responsibilities and Duties:

- ◆ CAP will enroll and conduct up to 10 weekly, 1½-2-hour Pasitossm Program during the fall and spring semesters at the above schools in accordance with the Pasitos model on the Upstream Portfolio. There will be one to two groups per site depending on the need with 10-15 families per class. CAP will also conduct 2-4 Primeros Pasitos (children 1½ to 2½ years) classes with 10-12 families per class at district sites, depending on enrollment and space. Other school sites may be identified, space permitting.
- • CAP will provide ongoing-coordination program parents as they build a career path, program staff will provide referral to ongoing financial education classes that utilize the Your Money, Your Goals curriculum.
- ◆ CAP will conduct 2-10-week series of Abriendo Puertas program at Lewis School in 24-25 school year. This is program that engages parents in their child's education.
- ◆ CAP will administer Ages and Stages Questionnaire to identify delays and refer for services or further assessment.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2024, and will continue through June 30, 2025, 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 One hundred fifty thousand Dollars (\$150,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Ten thousand dollars (\$10,000) will be due and payable on October 1, 2024.
SRCS will be invoiced on the first of each month for the remaining amount.
\$17,500 due and payable on each of the following dates: November 1, 2024; December 1, 2024; January 10, 2025; February 1, 2025; March 1, 2025; April 1, 2025; May 1, 2025; and June 1, 2025.

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?):

Pasitossm has an evaluation plan designed by First S's external evaluators. It is a Retrospective Parent Survey that measures what parents have learned since participating in Pasitos and is administered at the end of the 28- week program. 2023-2024 data shows that before participating in Pasitossm, 33% reported reading 5 or more times per week, and after participation, 45% reported reading 5 or more times per week. Other areas surveyed include knowledge of language development, child development, positive parenting strategies, resources, and role as first teacher. Data from the current year for both Pasitos and Primeros Pasitos will be available mid-July.

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 |
| | Priority 3 – High Quality Staff |
| | 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 full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the

event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S performance or failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such an event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the number of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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

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

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

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

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

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

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersedes 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

shoyos@srcs.k12.ca.us

CONTRACTOR:

Name: Community Action Partnership of Sonoma County

Street: 2250 N. Point Parkway

City/State/Zip: Santa Rosa, Ca 95407

Phone: 707-544-6911

Email: cking@capsonoma.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 bases. 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 a venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 202__.

DISTRICT

Signature: _____

Lisa Cavin

Associate Superintendent /CBO

AUTHORIZED SIGNER or CONTRACTOR

Signature: Cynthia King

Print Name: Cynthia King

Title: CEO

shoyos@srcs.k12.ca.us

707-890-3800

Email: cking@capsonoma.org

Phone: 707-544-6911



APRIL 29, 2023

Santa Rosa City Schools

Laserfiche Imaging Project Proposal

Prepared By: Nathan Gamble
530-520-8825



Proposal for Laserfiche Document Management

| Item | Description/Quantity | Unit Price | Line Total |
|-----------------------------|--|--------------|-------------|
| Laserfiche Users X16 | 16 Full LF Users LF Starter user/year | \$540 | \$8,640.00 |
| Additional Storage x2 | 100gb of storage each 200gb Total** | \$650 | \$650 |
| Server Storage | Annual Server Hosting | \$2,940 | \$2,940.00 |
| Upload of scanned documents | Upload of scanned documents | NA | No Charge |
| | | Annual Total | \$12,230.00 |

**200gb additional space added. More will be needed as the project progresses.

All software will be purchased and billed 100% after software installation and server setup.

Signature of acceptance: 
Lisa August (May 9, 2024 10:48 PDT)

Date: 05/09/2024

Associate Superintendent Business Services



SportsNet Inc.
1990 N. California Blvd
8th Floor
Walnut Creek, CA 94596
(800) 217-4983



Ryan Thompson
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 945401

Proposal Number SDSM-2539
Proposal Date 03/28/2024

Pricing

| Description | Rate | Qty | Line Total |
|--|-------------|----------------------|-------------|
| Athlete Management System 12 month subscription | \$1,000.00 | 10 | \$10,000.00 |
| Coach Management System 12 month subscription | \$1,000.00 | 10 | \$10,000.00 |
| Title 1 Discount As per Brad Zucker | -\$450.00 | 5 | -\$2,250.00 |
| Small Program Discount As per Brad Zucker | -\$1,250.00 | 5 | -\$6,250.00 |
| | | | |
| | | Subtotal | 11,500.00 |
| | | Tax | 0.00 |
| | | | |
| | | Proposal Total (USD) | \$11,500.00 |

Terms

- The subscription term for the quoted amount above is for the 2024-2025 school year (July 1, 2024– June 30, 2025).
- The paid subscription period will begin on July 1, 2024.
- Please see the attached Terms and Conditions, Privacy Policy, and W-9.
- We will send an invoice upon request or upon receipt of a purchase order referencing this quote.
- Please email Brad Zucker at bzucker@sportsnetinc.com with questions about this quote, to request an invoice, or to submit a purchase order.

Terms and Conditions

Updated: January 23, 2023

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

Interpretation and Definitions

Interpretation

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

Definitions

For the purposes of these Terms:

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

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

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

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

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

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

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

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

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

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

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

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

Acknowledgment

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

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

Subscriptions

Subscription Period

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

Subscription Options

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

Pricing

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

Free Trial

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

Billing

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

Cancellations

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

Other Fees

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

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

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

Accounts

Age Requirement

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

Account Security

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

Administrative Accounts

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

Parent/Guardian Accounts

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

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

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

Student Data

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

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

Our Use of Student Data

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

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

Intellectual Property

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

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

Termination

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

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

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

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

Indemnification

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

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

Disclaimer

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

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

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

Exclusions

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

Governing Law

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

Changes to These Terms

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

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

Contact Us

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

Privacy Policy

Last updated: January 23, 2023

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

Interpretation and Definitions

Interpretation

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

Definitions

For the purposes of this Privacy Policy:

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

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

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

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

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

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

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

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

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

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

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

Users refer to individuals with Accounts on our Service.

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

Personal Data

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

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

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

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

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

User Information

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

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

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

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

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

Student Data

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Payment Transaction Information

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

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

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

Cookies

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

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

Security

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

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

Changes to the Privacy Policy

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

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

Contact Us

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

Proposal & Order Form

Parties, Services & Pricing

Healthy Roster Information

| | | |
|--|---------------------|--------------|
| Healthy Roster, Inc (“Healthy Roster”, “us”, “we”, or “our”) PO Box 1114, Dublin, OH 43017 | Prepared by: | Amelia Boyer |
| | Prepared on: | 04/03/2024 |

Customer Information

| | | |
|--|------------------------|------------|
| Santa Rosa City Schools(“Customer”, “You” or “Your”) 211 Ridgway Avenue, Santa RosaCA, 95401 | Term (months): | 12 |
| | Effective Date: | 09/01/2024 |

| Prepared For: | | Bill To: | |
|---------------|--|---------------|---------------------------|
| SIGNER NAME | Ryan Thompson Lisa August | BILL TO NAME | Ryan Thompson |
| SIGNER EMAIL | rwthompson@srcs.k12.ca.us laugust@srcs.k12.ca.us | BILL TO EMAIL | rwthompson@srcs.k12.ca.us |
| SIGNER PHONE | (707) 528-5241 707-890-3800 | BILL TO PHONE | (707) 528-5241 |

Annual Pricing Summary

| Name | Price | QTY | Subtotal |
|---------------------|----------|-----|------------|
| Sports Med EMR User | \$661.50 | 5 | \$3,307.50 |
| | | 0 | \$0.00 |

Subtotal **\$3,307.50**

Total \$3,307.50

MSA, Taxes and Other Special Terms

Once this Order Form is executed by both Parties, the following terms (collectively, the Agreement) govern your use of any and all Healthy Roster Services.

(a) This Order Form

(b) The Healthy Roster Master Services Agreement and any documents referred to therein, located at <https://www.healthyroster.com/msa>;

(c) Any applicable Business Associates Agreement;

By executing this Order Form, Customer acknowledges having (i) accessed online and/or been provided a copy of all elements of the Agreement via links in the paragraph above, and (ii) read and accepted all of those terms inclusive in the Agreement. Any capitalized terms in this Order Form that are not defined herein have the meaning indicated elsewhere in the Agreement.

The Agreement is the Parties' entire agreement regarding this subject matter, and supersedes and prevails over any and all other discussions, understandings and agreements (including, without limitation, any purchase order or other unilateral document) related to the subject matter of the Agreement. In the event of any inconsistency or conflict between this Order Form, on the one hand, and the Terms of Use, on the other hand, this Order Form will take precedence and prevail.

Healthy Roster fees are exclusive of all taxes, levies or duties imposed by taxing authorities. The Parties' respective tax obligations will be as provided in their Healthy Roster Services and Software Terms and Conditions and applicable law.

Initial here if your organization is a qualified tax-exempt entity and submit your IRS determination letter to the preparer of this Order Form. Failure to submit IRS determination letters will result in fees being assessed the appropriate taxes accordingly to applicable law.

| Customer (authorized representative) | Healthy Roster, Inc (authorized representative) |
|--------------------------------------|---|
| Signature: | Signature: |
| Name: | Name: |
| Title: | Title: |
| Date: | Date: |



Date: April 15, 2024

QUOTE

ImPACT Applications, Inc.
 2140 Norcor Avenue
 Suite 115
 Coralville, Iowa 52241
 877-646-7991

To: Santa Rosa City School
 District
 Ryan Thompson

| QUANTITY | DESCRIPTION | UNIT PRICE | PACKAGE | LINE TOTAL |
|----------|---|------------|---------|------------|
| 800 | School Additional Baseline - Online..- Additional Baseline Tests for the ImPACT Online Software | \$3.00 | n/a | \$2,400 |
| 40 | School Additional Post-Injury - Online..- Additional Post-Injury Tests for the ImPACT Online Software | \$13.00 | n/a | \$520.00 |
| Subtotal | | | | \$2,920.00 |
| Total | | | | \$2,920.00 |

THIS QUOTE DOES NOT REFLECT POTENTIAL TAX
 THANK YOU FOR YOUR BUSINESS!



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 Humanidad Therapy & Educational Services hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 07 - 3010 - 0 - 1140 - 3110 - 5800 - 127 - 5127

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

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

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

Number of Individuals Served: 802

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

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

Contract Created by: [Signature] 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 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide private office space for on site therapists. Two office locations at minimum. Work with consultant and School Counselors to provide caseload/names of students for therapist. Weekly communication with site team to determine needs of students/discuss progress.

Prioritize referral client to newer trainees or Associates. Have a case load ready for the new Trainees and Associates at the beginning of the contract (August).

Provide Parent information to Trainees and Associates to obtain consent.

(b) CONTRACTOR's Responsibilities and Duties:

Provide five days per week of therapy for students at CCLA, TK-8th based on referrals from site team.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on AUGUST 1st, 2024, and will continue through MAY 31st, 2025, 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 \$143,000 Dollars (one hundred forty three thousand dollards). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Monthly, upon invoice submitted to School Administrative Assistant.

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]

Number of students served, input from therapist and site team on student progress. The Student Outcomes:

1. To reduce suspensions and sanctions and increase attendance
2. To increase self-regulation and their ability to express emotions
3. To increase self-esteem
4. To increase use of proactive skills

Measure Tools: Data will be collected to measure each of these by self-report surveys that will be given to participants in pre-post inventories.

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 |
| | Priority 3- High Quality Staff |
| | 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. 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: Humanidad Therapy & Education Services
Street: 1260 N. Dutton Avenue, Suite 230

City/State/Zip: Santa Rosa, CA 95401

Phone: 707-525-1515

Email: jtorres@humanidadtherapy.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

Signature: _____


~~Rick Edson~~ Lisa August

~~Deputy Superintendent~~ Associate Superintendent

~~mmartin@srcs.k12.ca.us~~ shoyos@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature:  _____

Print Name: Juan J. Torres

Title: Executive Director

Email: jtorres@humanidadtherapy.org

Phone: 707-525-1515 x101



**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 Colors of Spanish (COS) 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: 67-0500-0-1140-1000-5800-127-5114

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*: [Signature] Date: 5/3/24
* 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: _____
Fiscal Services Authorizer

Date: _____
LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

CCLA will provide schedule, classroom space and teacher supervision during weekly Music & Movement class.

(b) CONTRACTOR's Responsibilities and Duties:

COS will provide weekly, 45 minute Music & Movement class in Spanish to all TK-1st grade classes (total 7).

Absences/Late Arrival - In the event the instructor is not able to attend class, they will advise classroom teachers and schedule a make-up class, based on the classroom teacher's availability.

In the event of a late-arrival of more than five minutes to the scheduled class, they will advise classroom teachers to cancel the class and schedule a make-up class, based on the classroom teacher's availability.

If a make-up class cannot be arranged, pursuant the classroom teacher's and COS availability, a credit will be provided in the following month's invoice.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on 9.3, 2024, and will continue through 5.30, 2025, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed thirty-one thousand, seven hundred and thirty Dollars (\$30,372) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

COS will submit a monthly invoice to CCLA Office Manager. Payments will be made monthly.

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?):

Oral language in Spanish will be developed. Teachers will supervise students during class and will be able to use the same songs with students throughout the week. Teachers will observe students during class for participation. Every student in attendance will participate.

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

| | |
|--|--|
| | Board Strategic Priorities |
| | Priority 1- Life Ready Learners |
| | Priority 2- Whole Person Focus |
| | Priority 3- High Quality Staff |
| | Priority 4- Teaching and Learning Environment and Resources |
| | Priority 5- Equity and Excellence |
| | Priority 6- Family Engagement and Community Partnerships |
| | Priority 7- Sustainable Funding |

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

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

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

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

10. Indemnification:

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

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

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR'S liability, and personal injury liability.
- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACTOR any premium costs advanced by DISTRICT for such insurance. These remedies shall be in addition to any other remedies available to DISTRICT.

12. Termination:

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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

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

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

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

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

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

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment

executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Colors of Spanish

Street: PO Box 751296

City/State/Zip: Petaluma, CA 94975

Phone: 707-782-1084

Email: info@colorsofspanish.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.

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 202__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Randy Tausch

Lisa August

Print Name: Randy Tausch

Associate Superintendent

Title: Operations Director

shoyos@srcs.k12.ca.us

Email: randy@colorsofspanish.com

707-890-3800 x80201

Phone: 707-782-1084

COLORS OF SPANISH

Early Language Program

QUOTE

PO Box 751296, Petaluma, CA 94975
 Phone 707.782.1084
 info@colorsofspanish.com

QUOTE #1419
 DATE: MARCH 17, 2024

TO Cesar Chavez Language Academy
 Attn: Aida Diaz / Irma Estrella
 2750 W. Steele Lane
 Santa Rosa, CA 95403
 t. 707-528-5011
 iestrella@srcs.k12.ca.us

| PAYMENT TERMS | START DATE |
|---|-------------|
| \$3,037.20 monthly (10 months) (8/1/2024 – 5/1/2025) | 03 Sep 2024 |

| QTY | DESCRIPTION | UNIT PRICE | LINE TOTAL | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 1 | <p>2024-2025 Spanish Music & Movement for TK-2nd Students</p> <ul style="list-style-type: none"> o Time & Dates: (see schedule below) <ul style="list-style-type: none"> o 8:15am, 9:05am, (10:20am) (45-minutes) o Sep 3, 2024 – May 30, 2025 o Follows the Santa Rosa City Schools Calendar 2024-2025 <table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th colspan="3">LUNES</th> <th colspan="2">MARTES</th> <th colspan="2">MIÉRCOLES</th> <th colspan="2">JUEVES</th> </tr> <tr> <th>K</th> <th>1</th> <th>K</th> <th>K</th> <th>1</th> <th></th> <th></th> <th>TK</th> <th>1</th> </tr> <tr> <th>8:15</th> <th>9:05</th> <th>10:20</th> <th>8:15</th> <th>9:05</th> <th></th> <th></th> <th>8:15</th> <th>9:05</th> </tr> </thead> <tbody> <tr><td>-</td><td>-</td><td>-</td><td>9/3/25</td><td>-</td><td>-</td><td>-</td><td>9/5/25</td><td>-</td></tr> 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| 10/28/25 | - | - | 10/29/25 | - | - | - | 10/31/25 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| - | - | - | 11/12/25 | - | - | - | 11/14/25 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 3/3/25 | - | - | 3/4/25 | - | - | - | 3/6/25 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3/10/25 | - | - | 3/11/25 | - | - | - | 3/13/25 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 3/24/25 | - | - | 3/25/25 | - | - | - | 3/27/25 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| - | - | - | 4/1/25 | - | - | - | 4/3/25 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 4/14/25 | - | - | 4/15/25 | - | - | - | 4/17/25 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| - | - | - | 4/22/25 | - | - | - | 4/24/25 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 5/5/25 | - | - | 5/6/25 | - | - | - | 5/8/25 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5/12/25 | - | - | 5/13/25 | - | - | - | 5/15/25 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5/19/25 | - | - | 5/20/25 | - | - | - | 5/22/25 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| - | - | - | 5/27/25 | - | - | - | 5/29/25 | - | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| TOTAL | | | \$30,372.00 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |



bgonzales@srcs.k12.ca.us

Software Renewal Notice

Hi Beatrice,

It's time to plan for the renewal of your 2024/2025 license.

Renewing your license is easy. Although this can be done anytime before it expires, renewing your license now will mean one less thing to do at the start of school this Fall.

Below you'll find information that will be helpful when you begin the renewal process.

I'd like to personally thank you for being a loyal QuickPermit+ client. Please contact me if you have questions or need any assistance.

Alan Paul
(916) 939-2456
Sales@TouchlineSoftware.com

License Fees

| | |
|---|---|
| Single-Site Fee | \$475.00 |
| Multi-Site Fee Schedule | Use link for base license fees. (DWA Service is optional - See below) |
| District-Wide Access (DWA) | \$495.00 (Requires all District sites to be networked to a common server file.) |

Current License Information

| | | | |
|-------------|-------------------------|-----------------|--|
| Licensee | Santa Rosa City Schools | | |
| License ID | 5362 | License Type | Site License <input type="checkbox"/> District-Wide Access |
| Invoice No. | 23-036677 | Number of Sites | 6 |
| PO Number | P24-00201 | Expiration Date | 8 /31/2024 |

Quotations & Purchase Orders

Email Quotation Requests to: Sales@TouchlineSoftware.com

Purchase Orders

1. Provide Paperless Billing Email Address (if available)
2. List Name and Email of the Individual to Receive License Codes
3. List Names of Sites to be Licensed (may abbreviate)
4. Read the current EULA [End User License Agreement \(EULA\)](#)

**ADDENDUM TO AGREEMENT BETWEEN CODE TO THE FUTURE AND
SANTA ROSA CITY SCHOOLS
FOR CURRICULUM AND INTEGRATION**

Whereas, the COVID-19 school closures have created the need for a continuation of the planned teacher support in order to prepare SRCS for a successful Computer Science program at Biella Elementary School.

This Addendum amends and modified the Agreement between Code To The Future and Santa Rosa City Schools for Curriculum Integration ("Agreement") dated 7/25/2018, made and entered into by the parties, as follows:

1. The "Curriculum Support" section of the Agreement is deleted in its entirety and replaced with the following language:

Curriculum Support

Days allocated for a given school or time can be re-allocated to another school/department as needed. Support includes CTF staff modeling the lessons in the classroom for the teachers, helping teach some lessons in the classroom, partaking in PLC debriefing and feedback opportunities, and facilitating specific lessons.

| | |
|---|---------|
| Summary of Curriculum Support Days for the year 2018-19 | |
| Support and Coaching at Biella Elementary | 36 days |
| Professional Development & Technical Assistance for SRCS teachers and staff | 8 days |

| | |
|---|---------|
| Summary of Curriculum Support Days for the year 2019-20 | |
| Support and Coaching at Biella Elementary | 24 days |
| Professional Development & Technical Assistance for SRCS teachers and staff | 6 days |

| | |
|---|--------|
| Summary of Curriculum Support Days for the year 2020-21 | |
| Support and Coaching at Biella Elementary | 0 days |
| Professional Development & Technical Assistance for SRCS teachers and staff | 0 days |

| | |
|---|--------|
| Summary of Curriculum Support Days for the year 2021-22 | |
| Support and Coaching at Biella Elementary | 0 days |
| Professional Development & Technical Assistance for SRCS teachers and staff | 0 days |

| | |
|---|--------|
| Summary of Curriculum Support Days for the year 2022-23 | |
| Support and Coaching at Biella Elementary | 0 days |
| Professional Development & Technical Assistance for SRCS teachers and staff | 0 days |

| | |
|---|---------|
| Summary of Curriculum Support Days for the year 2023-24 | |
| Support and Coaching at Biella Elementary | 12 days |
| Professional Development & Technical Assistance for SRCS teachers and staff | 4 days |

| | |
|---|---------|
| Summary of Curriculum Support Days for the year 2024-25 | |
| Support and Coaching at Biella Elementary | 12 days |
| Professional Development & Technical Assistance for SRCS teachers and staff | 4 days |

2. The "Terms of Agreement" section is deleted in its entirety and replaced with the following language:

Terms of Agreement

Duration: July 25, 2018 - June 30, 2025

Costs and schedule of Payments attached hereto as "Exhibit C"

3. The PAYMENT SCHEDULE of the Agreement is amended and replaced with the Exhibit C attached to this Addendum.

All other provisions of the Agreement between Code To The Future and Santa Rosa City Schools for Curriculum Integration remain in full force and effect, other than any provision that conflicts with the terms and spirit of this Addendum, which shall be deemed to be amended appropriately in order to be consistent with this Addendum.

CODE TO THE FUTURE

SANTA ROSA CITY SCHOOLS

By: Alan Svehaug, VP.

By: _____

Date 5/10/2024

Date _____

EXHIBIT "C"

COSTS AND SCHEDULE OF PAYMENTS

PAYMENT SCHEDULE

School Year Pricing

| | |
|-----------|-----------|
| 2018-2019 | \$100,000 |
| 2019-2020 | \$67,000 |
| 2020-2021 | \$0 |
| 2021-2022 | \$0 |
| 2022-2023 | \$0 |
| 2023-2024 | \$33,000 |
| 2024-2025 | \$33,000 |

Payment Terms

| | |
|---------------|-----------|
| July 31, 2018 | \$100,000 |
| July 15, 2019 | \$67,000 |
| July 15, 2020 | \$0 |
| July 15, 2021 | \$0 |
| July 15, 2022 | \$0 |
| Aug. 1, 2023 | \$33,000 |
| Aug. 1, 2024 | \$33,000 |

All payments/required deposits are non-refundable.



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 Acosta Educational Partnership hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source:

Funding Category: [] Base [] Supplemental [] Concentration [] Restricted: [] Other: Ed. Effectiveness Grant

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

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

Number of Individuals Served: Approx. 200 - teachers and Administrators

Approved at Site by*: [] Date: []

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: [] Date: 5/17/24

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Tim Zalunardo, Executive Director Phone #: 707-890-3800 ext 80302
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1, 2024 Proposed Contract End Date: June 30, 2025
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 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District will provide the teachers and administrators to participate in professional development provided by Acosta Educational Partnership

(b) CONTRACTOR's Responsibilities and Duties:

The Contractor will provide PD/training for:

- ETHS Instructional Rounds
- ETHS Leadership PD
- ETHS 1.0 (Foundational ETHS PD)
- ETHS 2.0 (Year 2 of the 3-year AEP ETHS Certification Program)
- ETHS Teaching Lab & Community Externship (Year 3 of the 3-year AEP ETHS Certif. Prog.)

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2024, and will continue through June 30, 2025, 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 One twenty-seven thousand five hundred Dollars (\$127,500). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Invoice sent monthly from AEP to SRCS - Payment due 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?):

Participating teachers and administrators will:

Gain foundational knowledge of culturally responsive sustaining and humanizing education;
Understand and be able to utilize Ethnic Studies Pedagogy;
Understand and be able to evaluate Ethnic Studies and culturally responsive curriculum

All will be measured by a survey at year's end

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. 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.

- (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 the first page]**

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

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

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

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

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

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

12. Termination:

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such an event, CONTRACTOR shall be entitled to receive payment for all services satisfactorily rendered, provided, however, that there shall be deducted from such amount the number of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

13. Fingerprints. The DISTRICT has considered the totality of the services to be provided under this CONTRACT and has determined that CONTRACTOR and CONTRACTOR'S employees are subject to the fingerprinting requirements of Education Code section 45125.1. CONTRACTOR shall submit fingerprints

for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

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

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

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

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

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

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersedes 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: Acosta Latino Learning Partnership

Street: 3251 Meadow Mine Pl

City/State/Zip: Tucson, AZ 85745

Phone: 520-891-7327

Email: curtis@acostaeducationalpartnership.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 bases. 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 a venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 202__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____
~~Lisa Carin~~ Lisa August
Associate Superintendent /CBO
shoyos@srcs.k12.ca.us
707-890-3800 ext. 80201

Signature:  _____
Print Name: Curtis Acosta
Title: Executive Director, Acosta Latino Learning Partnership
Email: curtis@acostaeducationalpartnership.com
Phone: 520-891-7327

LICENSE AGREEMENT

This Agreement is made and entered into as of the 13th day of May 2024, by and between the Santa Rosa City Schools, hereinafter referred to as "DISTRICT," and the Sonoma County Office of Education, hereinafter referred to as "LICENSEE."

WITNESSETH

WHEREAS, LICENSEE desires to conduct classes and events for students with special needs and desires to use classrooms, equipment, furniture and related facilities of the DISTRICT for that purpose in accordance with Sonoma County Special Education Local Plan Area ("SELPA") Policy 19, Special Education Housing, ("Policy") a copy of which is attached hereto as Exhibit A and incorporated herewith by reference;

WHEREAS, school districts within the Sonoma County SELPA are required to provide classroom space for use by special education students in Sonoma County; and

WHEREAS, the DISTRICT is willing to provide the facilities for conducting such classes under the terms and conditions of this Agreement and the Policy.

NOW, THEREFORE, IT IS AGREED as follows:

1. PREMISES: The DISTRICT hereby grants to LICENSEE a revocable license to use the following facility in accordance with this Agreement and the Policy:
 - a. Biella Elementary:
Room 20 and 21
 - b. Maria Carrillo High School:
Room L1
2. As a condition of membership to the Sonoma County SELPA, the DISTRICT shall provide:
 - a. Use of designated classrooms, and in accordance with each school site's scheduling procedures, scheduled multipurpose room and auxiliary space, such as playgrounds, between the

hours of 7:30 a.m. and 5:00 p.m. on the following days: Monday through Friday. This Agreement for use of classroom space shall be for the specific classroom discussed above and shall be for a minimum of three years. The term of use of the classrooms shall be for July 1 2024 through June 30, 2027 and will include use for Extended School year programs, if necessary. In accordance with the Policy, the DISTRICT will notify LICENSEE of their intention to reclaim the Promises by not renewing this Agreement by February 28, 2027.

- b. Security services at the level normally provided at the named school sites, above, during the regular school year.
 - c. All utilities at the level normally provided by the DISTRICT.
 - d. The use of common areas, including playground facilities, hallways, sidewalks, restrooms, parking spaces and equal access to meeting and individual work areas as scheduled.
 - e. Custodial services shall be provided at the level of service identified in the Policy attached as Exhibit A.
 - f. Connection to intercom, fire alarm and telephone service.
3. LICENSE/REVOCAION: As a LICENSEE and not a lessee, LICENSEE understands and agrees that the DISTRICT has not surrendered exclusive possession of the Premises to LICENSEE, and LICENSEE understands and agrees that LICENSEE has not been granted an exclusive real property interest in the Premises. LICENSEE understands and agrees that LICENSEE is solely granted permission to use the Premises, exclusively, for the specific purposes set forth herein and in the policy attached hereto as Exhibit A. Termination of the Agreement prior to the expiration date shall be by mutual consent of the DISTRICT and LICENSEE. The DISTRICT has the right to unilaterally terminate or revoke this license, in accordance with the provisions set forth in the Policy. If the DISTRICT unilaterally terminates this agreement and reclaims a designated classroom resulting in the need for the LICENSEE to obtain classroom space elsewhere, the DISTRICT shall pay all relocation costs (e.g., moving costs, extra duty pay, etc.) except in the case of "SELPA Approved Take-Backs" per the SELPA approved Policy.

4. INDEMNITY: LICENSEE and DISTRICT shall hold harmless, defend and indemnify each other from and against any liability, claim, action, cost, damage or loss for injury, including death, to any person or damage to property arising out of LICENSEE's activities under this Agreement, except to the extent the liability, claim, action, cost, damage, or loss is caused by the negligence or willful misconduct of the indemnifying party. This obligation shall continue beyond the term of this Agreement as to any act or omission that occurred during or under this Agreement.
5. ASSIGNMENT: LICENSEE shall not assign, mortgage, sublet, or otherwise transfer any of its rights under this Agreement to any other person without first obtaining the written consent of the DISTRICT's Superintendent.
6. COMPLIANCE: LICENSEE agrees that it will at all times during its use and occupancy of the premises comply with all applicable ordinances, laws and regulations affecting the use and occupation thereof by LICENSEE.
7. PERMITTED USE: LICENSEE shall use the premises solely for the provision of the special education and related services to students in accordance with the Policy.
8. IMPLEMENTATION OF LICENSEE PROGRAM: The DISTRICT agrees to provide full access to the licensed space pursuant to the terms of the Agreement so that LICENSEE may fully implement, in a timely manner, any aspect of an IEP that requires participation by the host site. This language is intended to cover the issues of facility modification and mainstreaming into the general education environment in accordance with the students' IEPs. However, the DISTRICT's provision of use of classroom space in accordance with the Agreement shall not create DISTRICT liability for the provision of a free appropriate public education for non-District students whom the DISTRICT would not be responsible for provisioning special education services.
9. As students of the LICENSEE, LICENSEE shall be solely responsible for monitoring the attendance, oversight, and supervision, including but not limited to discipline, of the students in LICENSEE's Program, While the students shall be required to comply with DISTRICT's discipline

procedures, LICENSEE shall be solely responsible for implementing any discipline.

10. ALTERATIONS: LICENSEE agrees that during the term of this Agreement, any alterations to the premises shall not be undertaken without prior written consent of the DISTRICT and shall comply with the policy and procedures identified in the Policy attached as Exhibit A.
11. Maintenance/RELOCATION: Except as stated herein, the DISTRICT agrees that during the term of this Agreement, the DISTRICT will not schedule maintenance or make any alterations, additions or improvements in and upon the premises that would interfere with the class conducted by the LICENSEE. In the event the DISTRICT is required by law to undertake renovations or in the event of fire, natural disaster, vandalism or other emergency situations causing the classrooms to be unsuitable for housing students, the DISTRICT shall provide adequate temporary housing for the classes until repairs can be completed, in accordance with the Policy attached as Exhibit A.
12. REPAIRS to PREMISES: In Accordance with the Policy, LICENSEE shall be responsible or and shall pay for any repairs or replacements, which are required to repair any damage caused by the use of the premises by LICENSEE or its officers, agents, employees and participants. The DISTRICT shall not be responsible to LICENSEE for any damage or injury to persons or property that may occur as a result of the failure of LICENSEE to make repairs. Classroom repair due to normal wear for such items as plumbing, windows, locks, roofs, cooling and heating systems, etc. shall be the responsibility of DISTRICT.
13. RIGHT OF ENTRY: The DISTRICT, its officers, agents and employees shall have the right to enter the premises at all reasonable times to inspect the physical condition of the premises and to protect any and all rights of the DISTRICT.
14. CONDITION OF PREMISES: Upon expiration of the term of this Agreement and any extension thereof, or upon the sooner termination thereof, LICENSEE shall leave the premises in as good order and condition as the premises were at the beginning of the term of this Agreement; ordinary wear and tear, damage by the elements, fire, earthquake, flood or public calamity excepted.

15. AMENDMENT: This Agreement may be modified only by a written instrument bearing the signature of the authorized representatives of both parties.
16. TERMINATION: Upon mutual written agreement, the parties may terminate this Agreement earlier than the term stated.
17. NOTICE: All notices required to be given under this Agreement shall be written and shall be served either by personal delivery or first class mail.
18. RESOLUTION OF DISPUTES: Should a dispute between the parties arise under this License Agreement that relates to the Policy, the parties agree to meet in good faith to resolve the dispute. In the event the parties are unable to resolve the dispute, the matter shall be resolved in accordance with Section 12-13.B.4.a., Dispute Resolution, of the Sonoma County SELPA Local Plan.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed as indicated below:

COUNTY OFFICE OF EDUCATION:

SANTA ROSA CITY SCHOOLS:

BY: _____

BY: _____

Greg Medici, Deputy Superintendent
Business Services

Lisa August, Associate Superintendent
Business Services

EXHIBIT A

Sonoma County Special Education Local Plan Area, Policy 19, Special Education Housing (attached)

EXHIBIT B

DESIGNATION OF SPECIFIC CLASSROOMS

Following are the specific classrooms that will be used by Licensee:

Biella Elementary

Room 20 and 21

Maria Carrillo High School

Room L1

POLICY 19

SPECIAL EDUCATION HOUSING

Adopted by Superintendents' Council 5/6/96
Revised 1/8/01, 6/4/01, 2/3/03, 6/4/07, 6/2/08, 6/1/09

SONOMA COUNTY SELPA

SPECIAL EDUCATION HOUSING POLICY

I. INTRODUCTION

The districts of the SELPA are committed to the provision of special education services to all students with disabilities in the least restrictive environment as required by State and Federal law. It is the districts' commitment to assure that when it is not possible for students with disabilities to be educated in their home schools, they receive the services specified in their IEPs in classrooms located as close to their homes as possible. This goal is intended to fulfill the SELPA's purpose that the students and staff be included to the greatest extent possible as a part of the school community. To fulfill this commitment, the districts shall provide classroom space for all special education students in Sonoma County.

Each school district accepts the ultimate responsibility for providing classroom facilities, or the financial resources to provide classroom facilities, for the special education students residing within its boundaries. A district may join with other districts in its area to provide classroom space or the financial support to house their students. The classroom needs of all students, both general and special education, must be considered in all decisions regarding the allocation of classroom space.

Maximum effort will be made to avoid the over representation of special education classes on an individual school site. In addition, classrooms should be sited to promote natural opportunities for students with disabilities to participate with chronologically age-appropriate, general education students in academic, non-academic and extra-curricular activities to the maximum extent appropriate for the needs of both the special and general education students.

II. POLICIES AND PROCEDURES

The Sonoma County SELPA Office will be responsible for the implementation and monitoring of this policy. Such responsibility will include the determination of classrooms owed and provided by each district, the calculation of amounts owed by each district, and the amount of funds owed to districts. The SELPA Office will be responsible for the collection and disbursement of funds.

This policy details the process, procedure and requirement for the provision of such classroom space for the regional operators of special day class programs for students with severe disabilities and for preschool children (intensive) in the Sonoma County SELPA. A regional operator is defined as the Sonoma County Office of Education or an LEA that is the exclusive provider of a program to students with severe disabilities in the SELPA, such as the Deaf and Hard of Hearing Infant-6th grade program operated by the Santa

Rosa City Schools. This policy does not apply to the provision of classroom space for students with non-severe disabilities served in district programs.

This policy does not apply to districts that serve all of their own students within district-provided classrooms. A region or consortium formed to serve special education students may develop agreements independent of this policy to address the provision of housing within the region or consortium, or may choose to incorporate comparable language in its agreements.

In compliance with State law and the American with Disabilities Act (ADA), all public school districts must provide accessible facilities for all individuals with disabilities.

The Sonoma County Office of Education will explore all available sources of funding for the construction of new classrooms, including the State's School Facility Program. Districts that agree to develop housing on their site(s) will assist the County Office of Education in the application process to facilitate eligibility for State funding.

III. PROVISION OF CLASSROOM SPACE BY DISTRICTS

A. Priorities for Use of Classroom Space

Each district has an obligation to provide classroom space for special education pupils residing in its district based on the following priorities:

- General Education classrooms
- Special Education (SDC severe and non-severe, RSP and DIS, Preschool, including the Intensive and Non-intensive programs)
- Other state or federally mandated classroom programs

Classroom space used for any other purpose is considered secondary in nature and will be considered available for use by the three types of programs listed above.

B. Calculation of Classroom Space Obligated by Districts

Classroom space needed for those programs specified in this policy will be calculated using the following procedure:

1. The December 1 Pupil Count of students enrolled in the programs covered by this policy will serve as the basis for calculating the classroom space owed by each district in the subsequent school year.

In the event of an approved program transfer, the following modifications will apply during the year of the transfer:

The December 1 Pupil Count of the district initiating the program transfer will be subtracted by a pupil count of the number of students transferred from the County Office to the district, taken on October 1 of the year of the transfer. The adjusted count will serve as the basis for calculating the classroom space owed by the district in the year of the transfer.

2. Excluded from the calculation are students served in full inclusion programs and community based programs.
3. For special day class programs, 9.5 students will equal one classroom owed to the program operator(s).
4. In the event a district is operating a regional program(s) serving severely disabled special day class students and/or preschool students from the SELPA, those classrooms will be deducted from what is considered to be the district's obligation to the program operators.
5. When the program operator owns or leases a non-district classroom located on district property, that classroom will generate one-half credit toward the calculation of the district's housing obligation.
6. By February 15 of each year, the SELPA will provide to the districts a matrix of the number of classrooms owed the following school year based on the December 1 pupil count of the prior calendar year as well as the number of classrooms provided by the districts during the current school year.
7. This will allow districts the opportunity to begin projections for the provision of classrooms for the subsequent school year. Each district will have two options for fulfilling its housing obligation.
 - The provision of classroom space (this is the preferable option)
 - In the event that a district is unable or unwilling to provide the obligated classroom space, it will be charged a housing fee with the amount established by the Superintendents' Council and payable to the SELPA Office. (See Section VI, 1)
8. Classroom space offered by the district must not only meet the standards specified in this policy (See Section III, E), but must also be appropriate to the needs of the program operator.

Criteria for appropriateness include the following:

- Usage of the classroom offered does not result in unusual additional costs

- Usage of the classroom reduces transportation time and cost
- There should be a sufficient population to sustain the classroom for at least three years
- The classroom offered provides for proximity to non-disabled peers

C. Consortiums

Districts are encouraged to form regions and/or consortia in order to facilitate regionalization and the provision of classrooms closer to home, to reduce transportation time and costs, and to maximize the flexibility in the provision of classrooms. If a district within the region is designated as the lead agency for purposes of the transfer of dollars, if any, between the SELPA and the region, then the SELPA shall make the calculations specified above by region rather than by district. It is recommended that a Memorandum of Understanding be developed to address any fiscal agreements among the districts.

D. Contracts for Provision of Classroom Space

1. By February 28 of each year, districts will notify operators of the programs of their intention to reclaim classroom space by not renewing expiring contracts for classrooms currently used for the programs.
2. Negotiations between operators of programs and districts for new contracts or other arrangements to provide classroom space shall be completed by May 1 of each year.
3. Contracts for classroom space shall be for a specific classroom and shall be for a minimum of three (3) years. The use of classrooms for Extended School Year programs are included in the contracts. The relocation of classrooms for Extended School Year programs shall be negotiated between the district and program operator.
4. Termination of contracts prior to their expiration date shall be by mutual consent of the district and program operator.
5. If a district unilaterally terminates a contract and reclaims classroom space resulting in the need for the program operator to obtain classroom space elsewhere, the district shall pay all relocation costs (e.g., moving costs, extra duty pay, etc.).

E. Standard for Classrooms

Classrooms provided by district as a means of fulfilling their housing obligation shall meet the following standards:

1. One classroom (approximately 960 square feet) will be provided in accordance with established State and Federal standards (i.e., applicable Americans with Disabilities Act accessibility standards, Health and Safety Codes, fire alarm requirements, and Field Act standards, or a waiver of Field Act standards for every nine and a half (9.5) severely disabled special day class students and preschool special day class students.
2. Running water will be provided in all classrooms where the availability of water within the classroom is necessary to meet the instructional needs of the students, as determined by the program operator. The provision of running hot water is the responsibility of the program operator.
3. Air conditioning will be included in classrooms as mutually determined by the program operator and the district, and all costs (excluding operational costs) associated with additional air conditioning is at the expense of the program operator (e.g., purchase and installation of the air conditioning unit and additional wiring).
4. In-class toilet facilities will be provided as appropriate for the age and the needs of the students and as determined by the program operator with the approval of the district. All costs associated with the in-class toilet is the responsibility of the program operator.

Students will have access to toileting facilities on campus available to all other students.

It is the intent of this policy to respect the privacy rights of special education students, which accord them with basic human dignity. It is especially important that the program operator be sensitive to privacy issues related to the increasing age of students and to gender differences.

The toilet and/or changing area shall be large enough to accommodate personal hygiene activities. If the area is not large enough, it is the responsibility of the program operator to make the necessary arrangements in cooperation with the district (e.g., partition wall within the classroom, use of a private location, such as a nurse's office, etc.).

5. Windows that can be opened or adequate ventilation shall be provided in all classrooms by the district.
6. Floor coverings, which are comparable to those in adjacent or other classrooms on site, will be provided by the district. Modifications, if needed, will be negotiated between the program operator and the district.

7. The site will provide a jack to the room connected to its local area network achieving Internet access. If this is not currently possible, the site will include SCOE classrooms in site plans for future technological upgrades.
8. Each classroom will be provided with an intercom or equipment for communication with the school office.
9. Each classroom will be provided with a telephone.

F. Custodial Service

Custodial service, including daily classroom cleaning for all classrooms, whether district or program operator owned, shall be the responsibility of the district. The program operator will provide information regarding daily classroom based on the attached standards.

G. Maintenance

Maintenance service shall be the responsibility of the owner of the facility. This includes regularly scheduled and preventative classroom maintenance such as filter replacements, carpet cleaning, floor polishing, light bulb replacements, etc.

H. Repairs

Classroom repair due to normal wear for such items as plumbing, windows, locks, roofs, cooling and heating systems, etc. shall be the responsibility of the owner of the facility.

Repairs of the facility for any damage caused by the program staff and/or students and repairs of the personal property owned by the program shall be the responsibility of the program operator.

I. Relocation of Classrooms

In the event a district has to relocate a program operator's classroom due to planned renovations, fire, natural disaster, vandalism or other emergency situations when the classroom is unsuitable for housing students, the district remains responsible for providing adequate temporary housing until repairs can be completed. The district will make every effort to house the students on the same school site.

In the event a district relocates a program operator's classroom during the summer months from one school site to another for reasons other than construction, rehabilitation or acts of God, it shall pay the true and actual costs of relocating the

classroom (e.g., movers, storage, supplemental pay, telephone installation, rehabilitation of classroom, etc.).

J. Provision of Classroom Space Beyond District Obligation

When a district exceeds its housing obligation by providing additional classroom space, the SELPA will pay the district the approved SELPA housing rate. (See Section VI, 3.)

IV. PROVISION OF NEW CLASSROOMS BY THE DISTRICT OR PROGRAM OPERATOR ON DISTRICT PROPERTY

For districts or the program operator choosing to provide or acquire new classrooms, the following one time costs shall be the responsibility of the owner of the facility or new classrooms:

- Site preparation
- Delivery of classroom
- Set up of classroom
- Water and sewer hook-up
- Telephone and internet hook-up
- Fire alarm installation
- Electric and/or gas hook-up
- Architectural and other fees

Classrooms provided by new construction shall meet all the requirements specified in Section III, E (Standards for Classrooms).

V. RESPONSIBILITY FOR CLASSROOMS PLACED BY THE PROGRAM OPERATOR ON DISTRICT PROPERTY

When the program operator provides classroom space on district property, the following shall apply:

1. The program operator shall be responsible for all requirements specified in Section III, E (Standards for Classrooms).
2. Custodial service, including daily classroom cleaning for all classrooms, shall be the responsibility of the district. The program operator will provide information regarding daily classroom cleaning as identified in the attached standards.

The district shall receive an annual payment for custodial services from the program operator for classrooms placed by the program operator on district property. The rate shall be established by the SELPA. (See Section VI, 2.)

3. Maintenance service shall be the responsibility of the owner of the facility. This includes regularly scheduled and preventative classroom maintenance such as filter replacements, carpet cleaning, floor polishing, light bulb replacements, etc.
4. Classroom repair due to normal wear for such items as plumbing, windows, roofs, locks, cooling and heating systems, etc. shall be the responsibility of the program operator.

Repairs of the facility for any damage caused by the program staff and/or students and repairs of the personal property owned by the program shall be the responsibility of the program operator.

5. Any permanent site improvement not required by this policy shall be agreed to by the district prior to making any modifications. The cost of such improvements shall be the responsibility of the program operator. The maintenance of the agreed upon building improvements shall be the responsibility of the district. "Permanent site improvements" are defined as modifications to the structure which remain with the building when vacated by the program operator.

VI. FINANCIAL ARRANGEMENTS

1. The SELPA housing rate shall be \$6,548 for 2001-2002, automatically adjusted annually by the funded revenue limit COLA. Should the revenues exceed the expenditures in a given year, the surplus shall be redistributed to those districts that provide more housing than obligated. Should the expenditures exceed the revenues, the payments to districts that provide more housing than obligated will be reduced proportionally.
2. The SELPA custodial rate for classrooms placed by the program operator on district property shall be \$4,225.63 for 2009-2010, automatically adjusted annually by the funded revenue limit COLA.
3. When a district exceeds its housing obligation by providing additional classroom space, the program operator will pay the district the approved SELPA housing rate.
4. The following is the billing/collection cycle by SCOE and the SELPA Office:
 - Invoices to districts that owe dollars for unfulfilled housing obligations (March 15)
 - Payment to districts that exceed their housing obligations (March 15)
 - Payment to districts for custodial services for SCOE-owned classrooms (March 15)

VII. DISPUTE RESOLUTION

In the event of a disagreement regarding any aspect of this policy, parties shall utilize the dispute resolution process included in the SELPA Local Plan.

STANDARDS FOR CLEANING OF CLASSROOMS

The following cleaning schedule indicates how often certain areas must be cleaned:

1. Clean the following areas and items daily:
 - a. Classrooms, bathrooms, and the kitchen
 - b. Floors
 - c. Sinks and faucet handles
 - d. Cabinet drawer handles
 - e. Doorknobs
2. Clean the following bathroom areas and fixtures daily:
 - a. Walls behind sinks
 - b. Toilets
 - c. Portable potty (After disinfecting, rinse the surface with clear water and wipe it dry.)
3. Vacuum carpets daily. (If a rug or carpet is soiled, it should be disinfected immediately.)
4. Clean waste receptacles monthly.
5. Steam clean carpets quarterly.



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 _CodeREV Kinds_, hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

XX 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): _06_ - _2 600_ - _0_ - 1151__ - _1000_ - _5800_ - 124_ - ELOP

Funding Category: Base Supplemental Concentration
 Restricted: _____ XOther: __ELOP_____

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

Contract is: New XXRenewal Addendum Amendment

Number of Individuals Served: __100 ELOP-qualified students in SRFACS grades kindergarten through 8th__

Approved at Site by*: Evelyn Anderson Date: 4/28/2024

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Evelyn Anderson Phone #: (707) 890-3930 ext. 73105
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: June 10, 2024 Proposed Contract End Date: August 9, 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 3-12-24

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Site administrator will identify and provide classroom space on the SRFACS campus.

Organize a schedule for ELOP-qualified students.

SRFACS site staff will ensure that students have their district-distributed Chromebooks and chargers. Site administrator and staff will work with the district IT department to have Chromebooks ready for the program.

(b) CONTRACTOR's Responsibilities and Duties:

Contractor will provide an in-person summer program in two sessions for approximately 100 students.

Sessions will run June 10 through June 14, 2024 and July 18 through August 9, 2024.

Each day during each session, grade leveled groups of students will spend 3 hours with Contractor.

Instructors will work in groups with a 20 to 1 ratio with the exception of kindergarten students who will have a 1 to 10 ratio.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 10, 2024, and will continue through August 9, 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 Fifty-seven thousand Dollars (\$57,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment due upon receipt of invoice upon completion of instruction every 2 calendar weeks over the contract term.

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

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

Adventures in Coding (Course 1)

- 1) Contractor will measure the positive impact on students by measuring learning outcome growth in computers science, engineering, and math concepts over the course of the program by administering pre-assessment and post-assessment tests.
- 2) Students will learn fundamental Computer Science concepts and use that knowledge to develop digital art and games.
- 3) Students will gain the ability to create algorithms for code challenges.
- 4) Students will possess knowledge of how to apply loops to repeat code.
- 5) Students will possess knowledge of functions and parameters. How to call functions and change inputs.
- 6) Students will gain a basic knowledge of variables and why they are useful for coding.
- 7) Students will improve or practice their basic geometry, arithmetic, number sense, and pre-algebra as these topics relate to the projects they create.

Rev Robotics (Course 2)

- 1) Contractor will measure the positive impact on students by measuring learning outcome growth in computers science, engineering, and math concepts over the course of the program by administering pre-assessment and post-assessment tests.
- 2) Students will successfully build Creator Mini-Bots (robotics kit).
- 3) Students will successfully wire LEDs to create circuits for light patterns.
- 4) Students will successfully implement sensors to detect obstacles and objects using sonar.
- 5) Students will successfully incorporate a speaker and amplifier to play back sounds on command.
- 6) Students will successfully wire and program motors to move the bot to complete challenges.
- 7) Students will gain knowledge of how to apply loops to repeat code instructions.
- 8) Students will gain the ability to use external code libraries for Arduino.
- 9) Students will gain the knowledge of how to read and understand wiring diagrams.
- 10) Students will improve or practice their basic geometry, arithmetic, number sense, and pre-algebra as these topics relate to the projects they create.

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 |
| | 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

CONTRACTOR:

Name: CodeREV Kids

Street: 11701 Montana Ave., #201

Santa Rosa, CA 95401

City/State/Zip: Los Angeles, CA 90049

707-890-3800

Phone: 310-450-4984

mmartin@srgs.k12.ca.us

Email: luis@coderevkids.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: _____

Signature: *Luis Morales*

Lisa August

Print Name: Luis Morales

Associate Superintendent

Title: VP Operations

shoyos@srgs.k12.ca.us

Email: luis@coderevkids.com

707-890-3800 x80201

Phone: 323-571-5625



May 22, 2024 (revision #2)

Santa Rosa City Schools
Attn: Rocio Miscio

SERVICE CONTRACT

1. This Service Contract is made and entered into by and between Seidlitz Education and **Santa Rosa City Schools**.
2. Relationship – **Dr. Carol Salva** is conducting business as an employee or independent contractor on behalf of the corporation Seidlitz Education for **Santa Rosa City Schools**.
3. Services: Seidlitz Education agrees to present an **IN PERSON** workshop on the following:

Topic: 7 Steps to a Language-Rich, Interactive Classroom
Date: August 9, 2024
Time: 8:00am to 3:00pm

- **Recording of the above listed session(s) is prohibited**

4. Audio Visual/Set Up: **Santa Rosa City Schools** to provide the following items for the speaker: In focus projector, wireless microphone, and speakers. Set Up: Tables to be set in rounds. **Santa Rosa City Schools** to provide the following items for each participant: index cards, post-it notes, pens, highlighters, and blank paper. If these items are unavailable please notify Kathy Belanger @ 210.315.7119
5. Seidlitz Education is not required to provide an ASL interpreter or other interpretive services as part of this service contract. Such services, if necessary, shall be provided by the School District. This applies to both in person services or virtual services.
6. This service contract must be signed by **June 19, 2024** to hold the date of service. If the contract is not signed by **June 19, 2024** it becomes null and void.
7. Cancellation: If **Santa Rosa City Schools** cancels within 60 days prior to the training date, **Santa Rosa City Schools** will be subject to a \$500.00 cancellation fee. The cancellation fee will be waived if **Santa Rosa City Schools** reschedules within 90 days of the scheduled training date(s). All cancellations must be submitted in writing.

Please note: Santa Rosa City Schools agrees that if a district consultant agreement/contract is sent for Seidlitz Education, LLC to sign, the above Cancellation policy must be included in the terms of the agreement/contract.

8. Compensation: For performance of the services described above, satisfactory to **Santa Rosa City Schools**, **Santa Rosa City Schools** agrees to pay **Seidlitz Education located at 638 Camino de Los Mares, Suite H130 / 639, San Clemente, CA 92673**, a fixed fee based on the following:

| | |
|-------------------------|---|
| Training = | \$4,100.00 per day. |
| Materials = | \$889.50 for 30 - 7 Steps to a Language-Rich, Interactive Classroom |
| Shipping and Handling = | \$133.00 |
| Total = | \$5,122.50 (PO to be received 30 days prior of date of service) |

Price above is based on tax exempt status. Non tax exempt districts will be charged applicable sales tax.

Contract #L1415

Santa Rosa City Schools, is in agreement that if a PO is not received 30 days prior, Seidlitz Education has the right to remove the scheduled date from our calendar. Santa Rosa City Schools will be notified via email and/or phone call of the removal from our schedule and has the opportunity to reschedule based on the availability of our Seidlitz Education trainers.

- 9. Santa Rosa City Schools agrees that every participant will have a copy of the materials at the training if applicable. Santa Rosa City Schools agrees not to exceed 30 participants unless otherwise negotiated.

Please note: Seidlitz Education, LLC. believes that to maintain fidelity to the design of the session as well as the content covered, all participants are required to have a book. Not having a copy of the book will hinder not only the attendees ability to fully participate in the learning process, but also opportunities to experience and reflect on strategies to implement for student success.

- 10. Governing law: It is understood and agreed that this Contract shall be governed by, construed and enforced in accordance with, and subject to, the laws of the governing venue.

Dispute Resolution. Claims and other disputes arising out of or related to the Service Contract shall be resolved exclusively and the parties agree to jurisdiction and the governing law and venue unless otherwise prohibited by law.

In addition, Seidlitz Education is in accordance with the following Texas government codes:

- a. Per Chapter 2270 to the Texas Government Code, provides that a governmental entity may not enter into a contract with a "company" without "written verification" in the contract that the contracting vendor does not and will not boycott Israel during the term of the contract.
- b. Per Chapter 2252, Subchapter F of the Texas Government Code F, prohibits Texas Independent School Districts from contracting with a company engaged in business with Iran, Sudan or a foreign terrorist organization identified on a list prepared by the Texas Comptroller. This list is available on the State Comptroller's Office.

- 11. All materials are copyrighted. Written permission is needed to copy any part of Seidlitz Education materials.

- 12. **Severability.** If any part of the Agreement shall be deemed by any law, arbitrator, court, or governmental or regulatory authority of competent jurisdiction, to be unlawful, invalid, void or otherwise unenforceable, the rights and obligations of the parties shall be reduced or abated only to the extent required to remove or cure such part, and the remainder shall be enforced to the fullest extent permitted by law.

- 13. **Construction.** The Parties agree that all terms of the Agreement have been freely negotiated by experienced, knowledgeable and consenting business persons and that each has been given sufficient opportunity to review and negotiate such terms and obtain advice of independent legal counsel. Accordingly, the Agreement shall not be construed for or against either Seidlitz Education or School District, but shall be enforced in accordance with its plain meaning as negotiated and stated in the Agreement.

IN WITNESS WHEREOF, the parties have executed this agreement effective as of the date and year set forth below:

Signature: 
Mónica Lara, PhD / CEO, Seidlitz Education

.....
Acceptance of Contract

Santa Rosa City Schools, accepts the above contract and the terms and conditions of items 1-12, thereof and will fulfill the payment listed above.

Name: 

Signature: 

Contract #L1415

Title: _____ Date: _____

Training Location Address: _____

City, State, Zip Code _____

County: _____

Contact Phone number _____ Contact Cell # (emergency only) _____

Tax Exempt #: _____



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 Portuguese Futbol Academy, 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): 07 - 0500 - 0 - 1140 - 1000 - 5800 - 127 - 5114

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

For Billing (if applicable): Bill to: CCLA/ SRCS Billing frequency: Monthly

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 950

Approved at Site by*: [Signature] Date: 5/20/24
* 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 emotional and physical enhancement with the youth. By providing soccer the students will have a more positive mindset and lead to less behavioral issues both in school and out. On Mondays and Fridays from 11:15am -1:15pm

(b) CONTRACTOR's Responsibilities and Duties:

Portuguese Futbol Academy will come on Monday and Fridays for 120 minutes and provide athletic services.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on **August 16, 2024**, and will continue through **June 5, 2025**, 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 nine thousand six hundred and sixty Dollars (\$9,660.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Invoice CCLA on a monthly basis.

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?):

Less behavioral issues both in and out of the classroom due to using their emotions gained through sports to learn sportsmanship and being a leader.

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 |
| | 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.

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: [Fill In Contractors Name] Alek Cordeiro

Street: [Fill In] 1407 Muir place

City/State/Zip: [Fill In] Rohnert Park CA 94928

Phone: [Fill In] 408-500-5708

Email: [Fill In] portuguesefutbolacademy@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: _____

Signature: Alek Cordeiro

Lisa August

Print Name: Alek Cordeiro

Associate Superintendent

Title: Owner

shoyos@sres.k12.ca.us

Email: portugueseacademy@gmail.com

707-890-3800 x80201

Phone: 408-500-5708

SCOPE OF WORK & AGREEMENT

CLIENT AND PROJECT INFORMATION

| | |
|--------------------------------|---|
| Project Name: | SRCS |
| Client/Organization: | Santa Rosa City Schools |
| Contact Person: | Lisa August, <i>Associate Superintendent</i> |
| Contact Email: | |
| Contact Phone: | 707-890-3800 |
| Client Mailing Address: | 211 Ridgway Ave, Santa Rosa CA 95401 |
| Client Website: | https://www.srcschools.org/ |

This Website Design Agreement (“Agreement”) is being made between **Santa Rosa City Schools** (“Client”) located at the above address and (“Web Designer”) **Hannah Long** on (date) **7/1/24** to design and develop a website.

1. SERVICES

The Web Designer will provide the following services:

| | |
|--------------------------|--|
| Project Overview: | Contract for part-time Webmaster to manage Santa Rosa City Schools District Website and Santa Rosa City Schools Websites. |
| Timeline: | Start: 7/1/24 End: 6/30/25 |
| Specifications: | Assisting with any District and Schools website design and maintenance as needed. Total maximum amount of \$20,000 (298.5 hours). |

This is the scope of work the parties agree upon. For changes or additional requirements, a change order will have to be filled, agreed upon, and signed by both parties.

2. COST AND PAYMENT

The Web Designer will charge an hourly rate of \$67 for the services mentioned above. The Web Designer will submit the invoices of work done at regular intervals during the course of the project and the Client will make payments no later than 15 days from the submission of invoices.

3. SCHEDULE

The Web Designer will provide deliverables to the client no later than 3 business days to The Client. The Client will have 5 business days to review and approve each step. At the end of said time, if no answer has been given, the work will be put on hold until the Web Designer hears from The Client.

4. CONFIDENTIALITY

During the term of this agreement and afterward, the Web Designer will use reasonable care to prevent the unauthorized use or dissemination of Client's confidential information. Confidential information is limited to information clearly marked as confidential.

Confidential information does not include information that: the Web Designer knew before Client disclosed it; is or becomes public knowledge through no fault of Web Designer; Web Designer obtains from sources other than Client who owe no duty of confidentiality to Client, or Developer develops independently.

5. TERMINATION OF AGREEMENT

This Agreement will automatically terminate when both Parties have performed all their obligations under the Agreement and all payments have been made.

Should there be a desire to terminate the agreement before the completion of the project, the Client will notify the Web Designer 14 days in advance, and pay for services already completed and for hours already worked.

6. LIMITATION OF LIABILITY

Neither party will be liable for breach-of-contract damages that are remote or speculative, or that the breaching party could not reasonably have foreseen on entry into this agreement.

7. INTELLECTUAL PROPERTY

The Client will own the website and any visuals provided by the Web Designer. The Web Designer will turn over all necessary files.

The Client guarantees that they have legal rights to all elements of text, photographs, and anything else that they provide the Web Designer with, and will not hold the Web Designer responsible for any third-party claims.

The Web Designer will guarantee that they have legal rights to all elements related to the services they are providing and will not hold the client responsible for any third-party claims.

8. DISPUTE RESOLUTION

If either party accuses the other of being in breach of contract, the accused party will have 30 days to address the breach.

9. APPLICABLE LAW

This Agreement shall be governed by and construed in accordance with the laws of STATE OF CALIFORNIA.

| CLIENT | | WEB DESIGNER | |
|------------|--|--------------|--|
| Name: | | Name: | Hannah Long |
| Date: | | Date: | 5/23/24 |
| Signature: | | Signature: |  |



**Sonoma County Office of Education and Santa Rosa City Schools Organization
Memorandum of Understanding for
Youth Transforming Justice: Peer Solutions Alternative to Suspensions Program**

This Memorandum of Understanding (MOU) is entered into by and between Sonoma County Office of Education (hereinafter SCOE) and Santa Rosa City Schools (hereinafter SRCS). It is expressly understood and agreed by both parties as follows:

The purpose of this MOU is to establish an agreement that allows SCOE to provide Capacity Building, Training, Coordination, and Consultation to support the implementation of Youth Transforming Justice: Peer Solutions Alternative to Suspensions Program services.

Project Description with Roles & Responsibilities:

SCOE will provide:

- Coordination of Youth Transforming Justice Program
- Restorative, Trauma Responsive Educational Practices development for all staff (2-hours)
- Training and Consultation for students and staff champions: Restorative Alternatives to Suspension and Traditional Discipline
- Support for student coaches/champions and staff champions
- Support coordination of referrals and student-led conferences
- Support capacity building for restorative practices school-wide
- Consultations for school staff

District will provide:

- A site based contact to help coordinate communication, recruitment of staff and students
- Scheduling space and time on-campus for trainings, presentations, and support program
- Support with referrals, including incident reports and schedules for students referred YTJ Peer Solutions Program
- Provide YTJ with on-going suspension rate data so we can track the efficacy of the YTJ Peer Solutions Program

Terms: The effective date of this agreement is July 1, 2024 through June 30, 2025.

Financial Agreement: This Agreement memorializes SCOE's financial commitment to financially support the implementation of YTJ at middle schools in SRCS. No payment to SRCS will occur, rather personnel and services will be provided.

Termination of Agreement: This Agreement may be terminated at any time upon the mutual written agreement of the Parties or by either party with or without cause upon forty-five (45) calendar days' advance written notice to the other party.

Amendments: The terms of this agreement shall not be amended in any manner except by written agreement signed by both Parties.

Mutual Indemnification: To the fullest extent permitted by law, shall defend, indemnify, and hold harmless SCOE, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims,

suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive negligent, wrongful or willful acts or omissions of SRCS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this Agreement. In the event any action or proceeding in any forum is brought against the SCOE for any such acts or omissions of SRCS shall defend the same at SRCS's expense.

To the fullest extent permitted by law, SCOE shall defend, indemnify, and hold harmless SRCS, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive willful acts or willful omissions of SCOE, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this agreement. In the event any action or proceeding in any forum is brought against SRCS for any such acts or omissions of SCOE, SCOE shall defend the same at SCOE's expense.

Force Majeure: Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); any laws, regulations, or Orders of Local, State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall give the other party written notice of the cause for the delay as soon as practicable. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any services or costs if the failure to perform the Agreement arises from any of the contingencies listed above.

Integration: This Agreement represents the entire understanding of SRCS and SCOE as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto.

Governing Law: This Agreement and all of its amendments entered into after the date of this Agreement, no matter their place of negotiation, execution, or performance, will be governed by the laws, notwithstanding its choice of law principles, then in effect in the State of California. If one Party asserts an action relating to or arising out of this Agreement or the breach thereof, that Party will commence the action in the principal place of residence or business of the other Party to this Agreement.

Severability Waiver: The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party permitting the waiver.

Insurance Limits: Each Party, at its sole expense, shall at all times maintain insurance or self-insure for commercial general liability using an occurrence policy for against personal injury and property damage that may arise from or in connection with their performance of this agreement in the amount not less than one million dollars (\$1,000,000) for any one person injured or killed, two million dollars (\$2,000,000) for injury or death of more than one person, or one million dollars (\$1,000,000) for property damage per occurrence.

In witness whereof, the parties sign this Memorandum of Understanding (MOU) as set forth below:

Santa Rosa City Schools

Stacy Desideri, Executive Director of Wellness and Engagement

Date

Anna Trunnell, Superintendent

Date

SONOMA COUNTY OFFICE OF EDUCATION -


Greg Medici, Dept. Superintendent, Business Services

Date



TD


DK



GM

Signature: 

Email: tdickinson@scoe.org

Signature: 

Email: dkitamura@scoe.org

Signature: 
Greg Medici (May 24, 2024 15:41 PDT)

Email: gmedici@scoe.org



AGREEMENT FOR PRODUCTS AND SERVICES

The terms contained herein ("Agreement") constitute a binding agreement by and between Emics, Inc., d/b/a Informed K12, Inc. ("Informed K12"), and Santa Rosa City Schools ("Customer" or "District") signing up via this Agreement or any subsequent order form, purchase order or other similar document mutually agreed by the parties (collectively, each, an "Order Form"), and is effective as of 07/01/2024 (the "Effective Date").

1. Applicability Of This Master Agreement. This Agreement governs: (a) your rights to access and use software made available under a software-as-a-service ("SaaS") delivery model for a term ("Services"); (b) your rights to support and/or maintenance services which you purchase or are otherwise entitled to receive ("Support"); and (c) any professional consulting services ("Consulting Services").
2. Services.
 - 2.1. Service License Grant. Subject to the terms and conditions of this Agreement, Informed K12 hereby grants to District a limited, nonexclusive, non-transferable license to access and use the Service during the Term, solely by the number of forms as set forth on the applicable Order Form, solely for internal and non-commercial purposes, and in accordance with the platform [Terms of Use](#). In the event of a conflict between the Terms of Use and this Agreement, the Agreement shall control. With respect to SaaS Services, District will receive, or Informed K12 will make available for District to receive, all applicable updates, application packs, and releases that Informed K12 makes generally available during the Term. Informed K12 reserves the right to discontinue any Service during the Term for any reason, but in such event Informed K12 will notify District and, as District's sole and exclusive remedy, Informed K12 shall provide a pro rata refund for any unused portion of the Services, as applicable.
 - 2.2. Services & Support. As mutually agreed by the parties on any Order Form or in a subsequent or concurrent written and executed Statement of Work ("SOW") to be attached hereto and made a part hereof, Informed K12 will also provide certain consulting services, support, or other similar professional services ("Consulting Services") in addition to the subscription Service. All Consulting Services will be paid in accordance with the applicable SOW. Overages may be charged for additional District usage beyond the applicable limitations.
3. Data and Security.
 - 3.1. Customer Data. Informed K12 acknowledges and agrees that District shall own all title to and ownership of the Customer Data. As used herein, "Customer Data" shall mean any proprietary raw data owned by District independent of this Agreement, which District may input into the Service or that Informed K12 may input into the Service on behalf of the District. Customer Data expressly excludes any aggregated and anonymized data to the extent processed by, or resulting as an output of, the Service, which shall be considered Informed K12 Data. District hereby grants to Informed K12 a limited, non-exclusive license, during the Term, to use the Customer Data within the Service in order to perform its obligations herein.
 - 3.2. Protection Of Personal Information and Data Security. Both parties agree to uphold their responsibilities under Applicable Data Privacy Laws, including but not limited to in the United States, the Family Educational Rights and Privacy Act, the Protection of Pupil Rights Amendment, the Children's Online Privacy Protection Act, and state laws such as the California Consumer Privacy Act and California Privacy Rights Act, as applicable. Informed K12 will implement commercially reasonable technical and organizational measures to ensure an appropriate level of security to protect District Data, including Personal Information, as described in the Informed K12 [Privacy Policy](#).
4. Payment Terms. Unless specified otherwise in an additional Order Form or SOW, District shall pay to Informed K12 within 30 days from the Effective Date and in US dollars, the applicable subscription and other fees in the amounts and timing as specified in any Order Form or SOW, or both (the "Fees"). Informed K12 reserves the right to increase the Fees at the end of the Initial Term or during any Renewal Term, by up to a maximum of 5% annually, by delivering written notice to District.
5. Term; Termination. The term length shall be through 06/30/2025 (the "Initial Term"). After such initial term, this Agreement shall automatically be renewed for successive one-year renewal terms (each, a "Renewal Term" and together with the Initial Term, the "Term"), unless either party opts out by giving written notice to the other party at least 30 days prior to the end of the then current term. Either party may terminate this Agreement upon 30 days prior written notice if the other party has materially breached this Agreement and has not cured the same within the 30-day notice period. Upon any termination of this Agreement, (a) District shall promptly: (i) discontinue all use of the Service; (ii) download and store any necessary data retained on the Service; and (iii) certify in writing to Informed K12 that District has complied with these requirements; (b) Informed K12 shall disengage District's access to the Service, and (c) both parties shall within an agreed upon timeframe, or if no such timeframe exists, within 30 days, return to the other or destroy the other party's Confidential Information.

6. General Warranties.

6.1. By Informed K12. Informed K12 warrants to District that, during the Term, the Service shall operate in substantial conformity with the Documentation, and that the Consulting Services, if any, will be performed in a professional and workmanlike manner. The foregoing warranty shall not apply if the non-conformance is not replicable or results from third party systems or components used by District to access the Service, including any lack of interoperability with such third-party systems or components. Informed K12's sole liability and District's sole and exclusive remedy for any breach of the limited warranty set forth above shall be, in Informed K12's sole discretion, to (i) use commercially reasonable efforts to provide an error-correction or work-around for the reported nonconformity, or (ii) terminate this Agreement and refund to District that portion of any prepaid Fee associated with any unused balance of the Term. Informed K12 shall have no obligation with respect to a warranty claim unless notified of such claim promptly and within the Term. Without limiting the generality of the foregoing, Informed K12 is not responsible for end user error, errors in inputs or for errors in any Customer Data; Informed K12 does not independently verify the truthfulness or accuracy of any data or content input into the Service and is not responsible for the fraud, misrepresentation, negligence or misconduct of any end user or other third party. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by us or by third-party providers, or because of other causes beyond Informed K12's reasonable control.

6.2. By District. District warrants that: (a) District owns or has sufficient rights in and to the Customer Data and District's Authorized Users to use, and permit use of, the Services, including the representations and warranties made above in connection with Proprietary Rights and Personal Information, (b) District will comply with all Laws related to District's use of the Services; and (c) the person executing the Agreement or any Order Form has authority to accept such Order Form and the Agreement on behalf of the District. The person signing specifically has the authority to commit to the payment of fees for excess usage and excess storage, calculated in accordance with this agreement and any relevant order form.

7. Customer Indemnification Obligations. District shall indemnify and hold Informed K12 harmless from any costs, expenses, claims, liabilities, judgments, damages or losses, in each case arising out of (i) any breach by District of this Agreement, including any representation, warranty or obligation herein; (ii) the Customer Data or any other content, data or other materials input into the Service, or otherwise provided, by or on behalf of District; (iii) any actual or alleged non-compliance by District with applicable laws and regulations; or (iv) District's actual or alleged violation of third party privacy rights, including without limitation any breach of the scope of the license granted herein.

8. Confidential Information. Each party acknowledges that by reason of the relationship created between the parties by this Agreement, it may have access to certain non-public information of substantial value concerning the other party's business, operations, strategic plans, customers, users, suppliers, technology, competition and employees ("Confidential Information"), which value would be impaired if such Confidential Information were disclosed to third parties or used other than for purposes expressly authorized hereunder. Without limiting the foregoing, but for avoidance of doubt, the terms of this Agreement, and any performance, warranty and like information relating to the Service (by whomsoever generated or communicated) will be considered Confidential Information of Informed K12. Accordingly, each party agrees (a) to maintain all Confidential Information received from the other, in whatever form disclosed, in strict confidence, (b) not to disclose or otherwise make available such Confidential Information to any third party without the prior written consent of the disclosing party, and (c) not to use the Confidential Information of the other party except as required in the performance of its obligations or the exercise of its rights hereunder. The foregoing obligations shall not apply to Confidential Information of a disclosing party that, as can be reasonably demonstrated with admissible evidence by the receiving party: (i) is or becomes a matter of public knowledge through no action or omission of the receiving party; (ii) was rightfully in the receiving party's possession without restrictions on use or disclosure prior to its disclosure by the disclosing party; (iii) is rightfully obtained by the receiving party without an obligation of confidentiality from a third party who has no obligation of confidentiality, direct or indirect, to the disclosing party; (iv) is independently developed by the receiving party without reference to the disclosing party's Confidential Information; or (v) is required to be disclosed by a government authority, court or other authorized tribunal, and then only to the extent of such requirement and only after prompt notice of the requirement is given to the disclosing party.

9. General.

9.1. Notices. All notices required or permitted under this Agreement shall be in writing and shall be sent by email, hand, overnight courier or mailed by certified or registered mail, postage prepaid, return receipt requested. Notices shall be deemed delivered on the date of delivery, if delivery occurs within normal business hours or on the next business day if delivery occurs outside of normal business hours. All communications will be sent to the respective addresses set forth below or to such other address as may be designated by a party by giving written notice to the other party pursuant to this Section.

9.2. Assignment. District may not assign this Agreement or any of its licenses, rights or duties under this Agreement, whether by operation of law or otherwise, without the prior written consent of Informed K12. Subject to the previous sentence, the rights and liabilities of the parties hereto will bind and inure to the benefit of their respective successors and assignees. The Services shall at all times be hosted by or on behalf of Informed K12 on a server environment of its' choosing. Informed K12 reserves the right to change the server environment from time to time as it may deem fit, or outsource hosting or other aspects of the Service in its sole discretion, so long as the Service continues to comply with the express requirements of this Agreement.

- 9.3. Waiver. A waiver shall only be deemed to have been made if expressed in writing by the party granting such waiver and shall not be construed as a waiver of future performance of any such term.
- 9.4. Force Majeure. Neither party will be liable for any failure or delay in its performance under this Agreement (or the performance of or access to the Service), other than payment obligations, due to causes that are beyond its reasonable control, including, but not limited to, an act of God, act of civil or military authority, fire, epidemic, flood, earthquake, riot, war, terrorism, sabotage, and governmental action. The delayed party shall: (i) give the other party written notice of such cause promptly; and (ii) use its reasonable efforts to correct such failure or delay.
- 9.5. Entire Agreement; Construction. This Agreement and its Exhibits and Schedules, constitute the entire understanding between the parties, and supersede all prior discussions, representations, understandings, or agreements (including any pre-existing nondisclosure agreement, except as to its surviving terms and with respect to information disclosed under that agreement), whether oral or in writing, between the parties with respect to the subject matter of this Agreement. If any provision of this Agreement shall be held by a court of law of competent jurisdiction to be unenforceable, the remaining provisions shall remain in full force and effect and, to the extent allowed and practicable, the unenforceable provision shall be modified so as to be enforceable consistent with its original intent and economic effect. The headings and captions used in this Agreement are for convenience only, and shall not affect the interpretation of the provisions of this Agreement. The word "including" shall be construed non-exclusively, to mean "including but not limited to." The word "or" shall be construed inclusively, to mean that one or more of the options may occur. This Agreement and any amendment hereto may be executed in counterparts, each of which shall be deemed an original and both of which together shall constitute one instrument.
- 9.6. Governing Law and Jurisdiction; Attorneys' Fees. This Agreement shall be governed by and construed under the laws of the State of California without regard to conflict of laws provisions. The federal and state courts sitting in California shall have exclusive jurisdiction and venue to adjudicate any dispute arising out of this Agreement, and each party hereto expressly consents to the personal jurisdiction of such courts and waives any objection to venue, including the objection of forum non conveniens. The prevailing party in any action to enforce this Agreement will be entitled to recover its attorneys' fees and costs in connection with such action.
- 9.7. Modifications to Terms. Any modification or amendment to this Agreement must be in writing and signed by each party's authorized representatives. No terms in any purchase order or other document delivered by District shall be deemed to amend the terms of this Agreement and any such additional or inconsistent terms shall be deemed unacceptable to and rejected by Informed K12.

IN WITNESS WHEREOF, this Agreement has been executed below by the parties' duly authorized representatives effective as of the Effective Date first set forth above.

INFORMED K12

Signature: Sarah Chou
 Print Name: Sarah Chou
 Print Title: CEO
 Date: 06/03/2024

Notice Contact: Jennifer Bundy

Notice Address:
 555 12th Street, Suite 1670
 Oakland, CA 94607

Notice Email: accounting@informedk12.com

DISTRICT: Santa Rosa City Schools

Signature: _____
 Print Name: _____
 Print Title: _____
 Date: _____

Notice Contact _____

Notice Address _____

Notice Email _____

APPENDIX A: ORDER FORM

Our Mission

At Informed K12, we're on a mission to build the single best workflow platform for K12 schools. One system that supports all district forms and processes, from permission slips to personnel requisitions, significantly reducing cost from buying module after module and improving time training with one unified user experience.

Expected Outcomes

Accountability and internal reconciliation

- Transparency for where things are in delivering resources to sites
- Identify and remove bottlenecks in current processes

Access to information for Cabinet and Board

- Report on any data year over year for any form or workflow across our schools and departments

Visibly improved service to our community and personnel

- Fast online/mobile access to services and requests for students, parents, and staff
- Less waiting time and routine administrative work for teachers, principals, and district leaders
- Structured roll out of processes as included in the implementation package so sites and departments have enough interaction with the new system to learn quickly and see immediate results

Empowerment of district staff to manage their own processes

- Given approval of District Project Manager, enable your staff to create and maintain their own processes within licenses, with no additional cost for user seats

Project Team (to be determined prior to Confirmation Call) District

Executive Sponsor

- Status reports: Will receive reports on baseline success metrics and sign off on major priority and launch decisions

District Project Manager

- Convening Power: Schedules meetings with departments, responsible for Informed K12 announcements and training
- Decision making Power: Is or acts as an extension of Cabinet when making decisions about workflow design and rollout

Form owners are responsible for setup decisions and manage their department's workflows on a day to day basis

Informed K12 Implementation Lead

Key Meetings

Pre-Kick Off Call (District Executive Sponsor and District Project Manager): _____

Software Package

Number of Processes: District License (200 Processes)

Cost: \$ 72,117.00

Upgrading from Advanced Edition: Department License (Human Resources Department) to a District License up to 200 Processes.

License Cost for Initial Term,
07/01/2024 - 06/30/2025
Cost includes Innovative District Credits in the amount
of \$40,383 or 36% off license cost of \$112,500.

Subscription Renewal Date: 07/01/2025

Pricing Expires: 06/30/2025

All software packages include:

- Unlimited Signatures interactive form fields, pre-filled data fields, conditional questions, and reusable templates to automatically collect, route, and track responses and approvals
- Unlimited District Staff User Accounts
- Admin Support
- End User Support
- Help Center Access
- Continuous upgrades and extensive browser and device support

Implementation Package

Implementation Package:

Number of Implemented Processes:

Cost: \$ 15,042.00

Small

10

Cost includes Innovative District Credits in the
amount of \$793 or 5% off license cost of \$15,835.

Implementation Timeframe: 4 Months

Start Month*: July 2024

End Month*: October 2024

**If required documents are not prepared, Informed K12 may need to reschedule the implementation timeframe in order to serve other clients.*

All implementation service packages include:

- Named Implementation Manager
- One session of Form Manager Training
- One session of Leadership Training (workflow approvers)
- One session of Secretary Training (workflow facilitators)
- One session of the adoption program (1:1 outreach from Informed K12 support team to district form facilitators and approvers)

Implementation Terms:

District is responsible for completing the kickoff readiness process prior to starting implementation. In the event that District encounters delays in fulfilling the requisite steps of the kickoff process, the implementation timeline shall remain unaltered. Informed K12 may not be able to accommodate extended implementations due to rescheduling or other delays on the district side (ex: providing required documents or training dates).

District has the option to procure additional implementation time if desired.

In the event of a delay to implementation due to Informed K12 processes, District is responsible for escalating concerns about the delay to contracts@informedk12.com.

Other Service Packages

Package:

Cost: \$

ADDITIONAL PACKAGE/SERVICE DETAILS:

The special pricing includes Innovative District Credits. In exchange for credits on the license cost and implementation costs, the District has agreed to: 1) Host a lunch & learn; 2) Provide 3 references; and 3) Present at a CASBO, CEPTA or ACSA once the project is complete and successful.

TOTAL COST DUE: \$ 87,159.00

Taxes Not Included. The costs shown on this Order Form do not reflect applicable state and local taxes that may be added to the amounts shown at the time of invoicing.

Payment is due within 30 days of the execution of this Order form. For any billing questions, please email accounting@informedk12.com.

District requests that invoices be submitted to:

Contact Name:

Email:

I agree to the terms as described above, including the package description and the total cost and payment terms, and authorize the Informed K12 to initiate the Software and Services package per this Order form.

Authorized Signature: _____

Date Signed: _____

Printed Name: _____

APPENDIX B: DRAFT SCOPE OF WORK

PRIORITY LIST

| PROCESS NAME | DEPARTMENT |
|---------------------|-------------------|
| TBD | |
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| | |

| PROJECT LEAD NAME | PROJECT LEAD EMAIL |
|--------------------------|---------------------------|
| Lisa August | laugust@srcs.k12.ca.us |

| FORM OWNER NAME(S) | FORM OWNER EMAIL(S) |
|---------------------------|----------------------------|
| Simona Hoyos | shoyos@srcs.k12.ca.us |
| | |
| | |