

**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 Chris K Alexander, 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): 01 - 6784-0-1294-1000-5800-250-5150 SPSA Goal _ Activity _

Funding Category: Base X Supplemental Concentration

Restricted: _____ Other: _____

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Approximately 100 Students & Teachers

Approved at Site by*: _____ Date: _____ *

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

Departmental Approval:** _____ Date: _____ **

Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Veronica Aguiar, MHS Admin Asst. **Phone #:** 707-890-3830 X 50101

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2024 **Proposed Contract End Date:** May 25, 2025

Requisition #: R25-01818

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: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

(b) CONTRACTOR's Responsibilities and Duties:

Piano accompanist is a professional musician who plays the piano with our students, during rehearsals and performances.

They will work closely with the lead performer, adjusting their playing to match the tempo, style, and dynamics of the main musical line.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on October 30th 2024, and will continue through May 25, 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 Two Thousand Dollars & Zero Cents (\$2,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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?):

Accompanists may also collaborate with and educate artists.

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

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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.

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(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.

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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:

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DISTRICT: CONTRACTOR:

Santa Rosa City Schools Name: Chris K. Alexander

211 Ridgway Ave Street: 3051 Montgomery Drive
Santa Rosa, CA 95401 City/State/Zip: Santa Rosa Ca. 95405

707-890-3800 Phone: 707-328-6719

mmartin@srcs.k12.ca.us Email: chris.alexander@stanfordalumni.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 _____, 20__.

DISTRICT AUTHORIZED SIGNER or CONTRACTOR Signature: 

Signature: _____ Lisa August Print

Name: _____ Associate Superintendent Title:

_____ shoyos@srcs.k12.ca.us Email:

_____ 707-890-3800 x80201 Phone:

**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 Amanda McFadden, hereinafter referred to as "CONTRACTOR".

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Check one of the following:

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

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_____ Billing frequency: _____ **Contract is:**

New Renewal Addendum Amendment

Number of Individuals Served: Approximately 100 Students & Teachers

Approved at Site by*: _____ **Date:** _____ *

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

Departmental Approval:** _____ **Date:** _____ **

Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

Contract Created by: Veronica Aguiar, MHS Admin Asst. **Phone #:** 707-890-3830 X
50101 **Name of SRCS employee AND dept. or school site**

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Requisition #: R25-01819

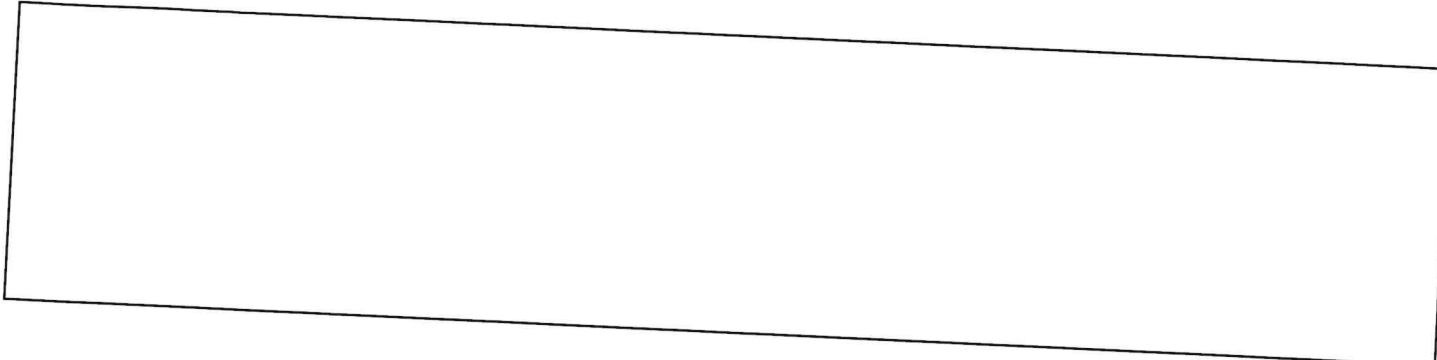
BUSINESS SERVICES USE ONLY

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:



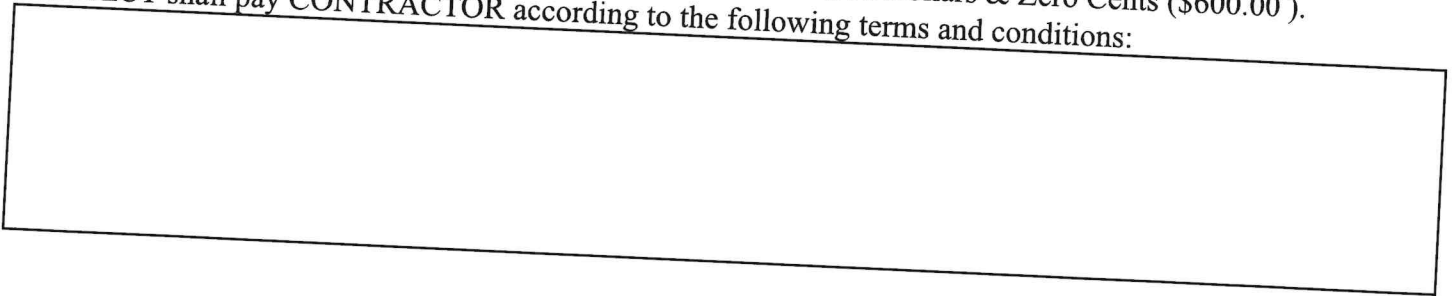
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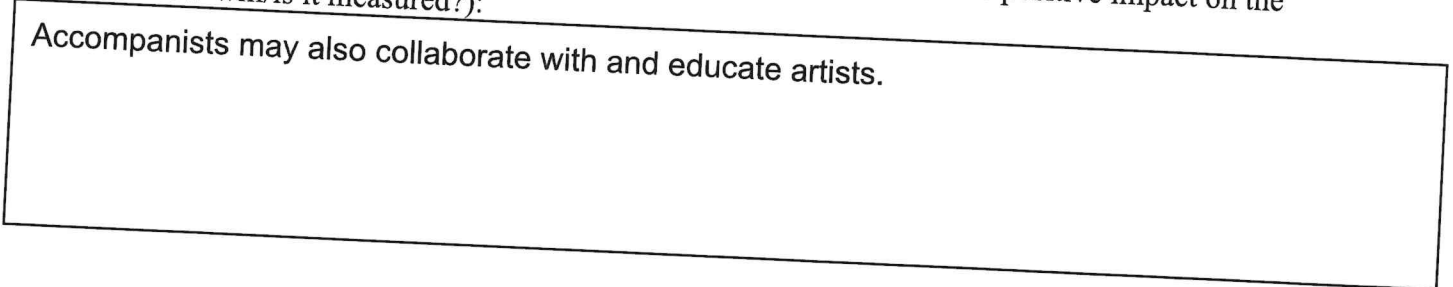
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(a)

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.

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(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.

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(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 5 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.

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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:

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DISTRICT: CONTRACTOR:

Santa Rosa City Schools Name: Amanda McFadden

211 Ridgway Ave Street: 8264 Windmill Farms Drive
Santa Rosa, CA 95401 City/State/Zip: Cotati, Ca. 94931

707-890-3800 Phone: 408-472-1626

mmartin@srcs.k12.ca.us Email:

21. Nondiscrimination. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, handicap, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this CONTRACT are incorporated by this reference.

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

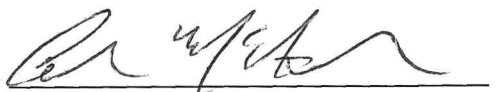
23. Conflict of Interest. CONTRACTOR represents that it presently has no interest, which would conflict in any manner or degree with the performance of services contemplated by this CONTRACT. CONTRACTOR further represents that in the performance of this CONTRACT, no person having such interest will be employed. If CONTRACTOR participates in the planning, development, or negotiation of a contract for the District, CONTRACTOR may not subsequently acquire a financial interest in that contract in violation of Government Code section 1090.

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

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

THIS CONTRACT IS ENTERED INTO THIS 13 DAY OF Sept, 2024.

DISTRICT AUTHORIZED SIGNER *or* CONTRACTOR Signature: _____



Signature: _____ Lisa August Print

Name: _____ Associate Superintendent Title:

_____ shoyos@srcs.k12.ca.us Email:

707-890-3800 x80201 Phone: _____ 7

**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 Janet Kay Bertoli, 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): 01 - 6784-0-1294-1000-5800-250-5150 SPSA Goal _ Activity _

Funding Category: Base X Supplemental Concentration

Restricted: _____ Other: _____

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

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: Approximately 100 Students & Teachers

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

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

Contract Created by: Veronica Aguiar, MHS Admin Asst. **Phone #:** 707-890-3830 X 50101
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 1, 2024 **Proposed Contract End Date:** May 25, 2025
Requisition #: R25-01821

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: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

(b) CONTRACTOR's Responsibilities and Duties:

Piano accompanist is a professional musician who plays the piano with our students, during rehearsals and performances.

They will work closely with the lead performer, adjusting their playing to match the tempo, style, and dynamics of the main musical line.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on October 30th 2024, and will continue through May 25, 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 Two Thousand Four Hundred Dollars and Zero Cents (\$2,400.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

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?):

Accompanists may also collaborate with and educate artists.

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.

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(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.

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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:

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DISTRICT: CONTRACTOR:

Santa Rosa City Schools Name: Janet Kay Bertoli

211 Ridgway Ave Street: 5048 Deerwood Drive
Santa Rosa, CA 95401 City/State/Zip: Santa Rosa Ca. 95403

707-890-3800 Phone: 707-696-6535

mmartin@srcs.k12.ca.us Email: janetkabert@aol.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: _____ Lisa August Print

Name: _____ Associate Superintendent Title:

_____ shoyos@srcs.k12.ca.us Email:

_____ 707-890-3800 x80201 Phone:

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 20__.

DISTRICT AUTHORIZED SIGNER or CONTRACTOR Signature: *Lisa August Bertoli*

Signature: _____ Lisa August Print

Name: _____ Associate Superintendent Title:

_____ shoyos@srcs.k12.ca.us Email:

_____ 707-890-3800 x80201 Phone:

AMENDMENT TO MEMORANDUM OF UNDERSTANDING (MOU)

Between

Sonoma State University

And

Santa Rosa City Schools

This amendment is to the original MOU between Sonoma State University and Santa Rosa City Schools approved on October 12, 2022, to provide academic and support services for the implementation of the University Center at Elsie Allen High School in Santa Rosa City Schools.

The Renewal, Termination and Amendment clause is amended to read: The term of this Memorandum of Understanding shall be extended and remain in force until June 30, 2025.

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

Sonoma State University

By: _____

Trudee Herman

Contract Specialist

Date: _____

Santa Rosa City Schools

By: _____

Lisa August

Associate Superintendent, Business Services

Date: _____

Memorandum of Understanding
Between
Santa Rosa City Schools (SRCS)
And
Sonom State University, (SSU)

Elsie Allen High School (EAHS), part of the Santa Rosa City School District, and Sonoma State University desire to establish a relationship between the two institutions who agree to cooperate with each other as follows:

Scope of Cooperation

Subject to mutual consent, the areas of cooperation will include academic and support services offered by both institutions to carry out the development and implementation of the University Center at Elsie Allen High School dual enrollment (early entrant) and guaranteed admissions for first time first year applicants from EAHS. Such services will include the following:

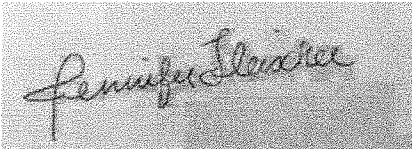
- A. Both institutions agree to provide staff to work as part of the Advisory Board for the University Center program.
- B. SRCS will develop and distribute promotional materials for the University Center, conduct county-wide recruitments and interview all applicants for the program. SRCS will be responsible for assuring continued enrollment in the University Center.
- C. SRCS will provide a part-time program coordinator.
- D. Early Entrants
 - a. Participants must maintain a minimum high school gpa of 3.00 and a cumulative college gpa of 2.5.
 - b. Early entrant participants must apply for each term and SRCS is responsible for verifying that GPA requirements are met prior to applying.
 - c. SSU may enroll up to 120 students per semester from EAHS under the "Early Entrant" agreement provided by the CSU Chancellor's Office.
 - d. EAHS students will be permitted to enroll in up to 6 units per semester at SSU as space permits.
 - e. SSU will identify courses for enrollment by University Center students. Students will have **registration I priority**.
- E. SRCS is responsible for the following to maximize admissions to SSU:
 - a. SRCS will be responsible for all transportation costs to and from SSU.
 - b. SRCS will ensure that all first time first year applicants complete a-g coursework with a minimum of 2.5 grade point average and/or a multi-factor score of 2950 for CA residents and/or are held to the current admissions requirements of SSU for non-impacted majors.
 - i. Note: there are different eligibility criteria for non CA residents.
 - c. SRCS acknowledges that guaranteed admissions does not apply to Impacted Majors as they have their own set of criteria that needs to be met.
 - d. SRCS first time first year applicants must submit a Cal State Apply Application to SSU by the application deadline.
 - e. SRCS students must graduate in good standing in the Spring term prior to their first time first year admissions term at SSU.
 - f. SRCS will communicate upcoming SSU events, distribute promotional materials

and send out announcements on behalf of SSU utilizing SRCS email lists, text messaging and/ or other communication tools.

- g. SRCS will allow an SSU Recruiter, per the Recruiter's availability, to visit EAHS campus up to two times a year to provide application workshops and/ or informational sessions to their students.
- F. SSU is responsible for the following to maximize admissions to SSU:
- a. SSU will guarantee entrance to the institution to all University Center graduates who meet the minimum requirements, as identified by Sonoma State University.
 - b. SSU will provide information and counseling regarding the college application and financial aid processes.
 - c. SSU will organize and host campus visits and an annual Fall Orientation for University Center students and parents.

The terms for each specific service or activity implemented under this *Memorandum of Understanding* shall be mutually agreed upon in writing by both parties prior to the initiation of that activity. Any such agreements entered into, as outlined above, will form appendixes to this *Memorandum of Understanding*. Each institution shall designate a liaison to develop and coordinate the specific activities agreed upon.


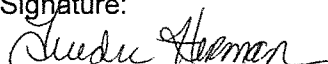
The designated **liaisons** for the purposes of executing services and activities are:

| Santa Rosa City Schools | Sonoma State University |
|--|---|
| Name: Jennifer Fleischer | Name: Erik Dickson |
| Title: Program Coordinator | Title: Interim Associate Vice-President for Student Affairs |
| Address: 599 Bellevue Avenue, Santa Rosa, CA 95407 | Address: 1801 East Cotati Ave., Rohnert Park, CA 94928 |
| Email: jfleischer@srcs.k12.ca.us | Email: dickson@sonoma.edu |
| Phone: (707) 975-1659 | Phone: (707) 664-2669 |
| Signature:  | Signature: N/A |
| Date: 9/1/2022 | |

Notification of any change in liaisons shall be made by letter without amending this *Memorandum of Understanding*.

Renewal, Termination, and Amendment

This Memorandum of Understanding shall remain in force for a period of two (2) years from the date of execution, with the understanding that it may be terminated by the appropriate authorities of either party giving six (6) months notice to the other party in writing, unless an earlier termination date is mutually agreed upon. The Memorandum of Understanding may be amended or extended by mutual written consent of the two parties.

| Santa Rosa City Schools | Sonoma State University |
|--|---|
| Name: Anna Trunnell | Name: Trudee Herman |
| Title: Superintendent | Title: Contract Specialist |
| Address: 211 Ridgway Avenue, Santa Rosa, CA | Address: 1801 East Cotati Ave., Rohnert Park, CA 94928 |
| Email: atrunnell@srcs.k12.ca.us | Email: trudee.herman@sonoma.edu |
| Phone: (707) 890-3800 x8010 | Phone: 707-664-3239 |
| Signature:  | Signature:  |
| Date: 11/4/2022 | Date: 9-23-2022 |



This Contract for Services (the "Contract") is made effective as of 10/02/2024 09:49am (the "Effective Date"), by and between CLIENT NAME (the "Client") of ADDRESS and Magic Mirror Photo Booth. (the "Company") of (collectively the "Parties").

Now, therefore, for and in consideration of the mutual promises and agreements contained herein, Client hires Magic Mirror Photo Booth. and Magic Mirror Photo Booth agrees to provide entertainment services to Client under the terms and conditions hereby agreed upon by the parties:

1.0 DESCRIPTION OF SERVICES.

Client hereby agrees to engage Magic Mirror Photo Booth to provide Client with Magic Mirror Service (collectively, the "Services") to be performed at the following event with the following specifications:

- **Name/Place of Event:** Montgomery High School 1250, Hahman Drive, Santa Rosa, California 95405
- **Date/Time(s) of Service to Be Provided:** 10/19/2024 7:00 pm - 10:00 pm
- **Name of Service:** Magic Mirror
- **Name of Package:** Magic Mirror
- **What's included in Package:** 1-2 Enthusiastic Booth Attendant, Instant prints, MMS/Text Sharing, Over 10 backdrops to choose from, Props and Accessories, Setup & Breakdown, Standard Print Template And Start Animation & Up to THREE (3) hours runtime
- **Additional Services / Extras:**

2.0 TERM.

Client and Magic Mirror Photo Booth. agree that this Contract between the Parties is for Services that shall commence on the above date and complete on Saturday 19th of October 2024 & 10:00 pm. The Contract may be extended and/or renewed by agreement of all the Parties in writing thereafter.

3.0 PAYMENT.

Client agrees to pay Magic Mirror Photo Booth, in consideration of the Services contracted for, the sum of \$1250.00 , with a non-refundable retainer fee after signing this Contract and the remaining balance shall be paid in full 14 days prior to the event, plus all applicable taxes. Payment shall be made to Magic Mirror Photo Booth. If Client are booking Client's event within 14 days of the event date, full payment will be due at the time of booking and is non-refundable except under the circumstances set forth below in the Cancellations section.

Magic Mirror Photo Booth. reserves the equipment, time and date for Client's event once Client signs this Agreement and pays the initial retainer. Any Services requested that exceed the contracted time period and which are granted by Magic Mirror Photo Booth will be charged at a rate of \$300.00 per hour.

- **3.1 Service Fee Summary.** The Service Fee shall be \$1250.00 . The Service Fee encompasses only those items included in the Description of Services section above. The Service Fee does include applicable state or city sales tax. Payments are not transferable, not assignable, nor refundable except as explicitly described in this contract. Once the Agreement has been signed, no reduction in

services are allowed. Any added services, confirmed in writing (email suffices) after the Agreement has been signed do not require an additional contract, but will be charged for accordingly.

- **3.2 Returned Checks & Defaulted Accounts.** Returned checks shall be subject to a fifty-dollar (\$50.00) fee, and all subsequent payments shall be made via cashier's check/money order. The Client shall be responsible for any attorneys' fees, court costs, or other costs incurred in the collection of delinquent accounts. In the event that Client fails to remit any payments as specified, Company shall be entitled to terminate this Agreement immediately, retain the nonrefundable, non-transferable Retainer Fee, and shall have no obligation to render Magic Mirror Services for Client's Event.
- **3.3 Initial Payment/Retainer, Fees and Cancellation Charges.** An initial retainer payment of \$200 for Photo booth of Client's total service fee is required to secure Client's booking unless otherwise agreed upon or indicated during a special. The initial retainer fee may be paid automatically through our online booking system, or Client's event date can be reserved for 3 days over the phone or text until we receive payment by Check, Cash, or Credit Card. The retainer Client pay to secure Client's event is non-refundable in exchange for consideration of the work we put into events prior to attending, and the bookings we will have missed by securing Client's date.
- **3.4 Regional Travel Fee.** If the event location is within 30 miles of Magic Mirror Photo Booth's offices there is no travel fee. If the event location is greater than 30 miles from Magic Mirror Photo Booth's offices, Client will pay a travel fee equal to \$2.50 per mile, round trip per attendant, past the 30-mile radius of Magic Mirror Photo Booth's offices in 95403
- **3.5 Long Distance Travel.** Client is responsible for the following additional expenses, as applicable: airline, hotel, car rental and expenses, and \$50 per diem. Client agrees to pay these charges within 10 days of the Client's receipt of Magic Mirror Photo Booth's invoice for travel expenses.
- **3.6 Downtown/Large Venue Fee.** If the event location is in a downtown area or at a "large venue" (including but not limited to: The Convention Center, The Hyatt, any/all downtown hotels, etc.) it will be subject to a parking fee to cover parking costs for the downtown area for our staff, as well as allow us to have them arrive earlier than normal if necessary to allow for longer load in and parking times.

4.0 MODIFICATIONS

- **4.1 Postponements/Date Change.** In the event of a postponement, Magic Mirror Photo Booth. will retain all funds received until a new date is established. Once a mutually beneficial date is agreed upon, the contract will be updated to reflect the new date and all received funds will be applied to the rescheduled event.

If Client changes the date of the event, Client will immediately notify Magic Mirror Photo Booth. in writing (email suffices). Magic Mirror Photo Booth. will make best efforts to accommodate Client and provide its services on the changed date within the same calendar year. If Magic Mirror Photo Booth. is not available on the new event date, or if the rescheduled date is for a new calendar year, Magic Mirror Photo Booth. shall be entitled to keep the retainer and neither party shall have any further liability or obligation under this Agreement. If Client reschedules the event and the new event date is more than six months in the future, the Service Fee will be adjusted to reflect changes in pricing, if any. All date modifications will be subject to a fair rescheduling fee as determined by Magic Mirror Photo Booth.

- **4.2 Additional Time.** Should Client desire additional time beyond the contracted hours, then Company, Client, and facility must unanimously agree to extra time extensions. Client agrees to pay Company in cash, or by credit card in the amount of \$300.00 for each additional hour immediately for additional time to commence.

5.0 CANCELLATION POLICY.

All cancellations must be made by contacting Magic Mirror Photo Booth and must be in writing. Once Client's event has been cancelled, Client's event date will immediately be available for other bookings. Should the Client cancel and there are no legally binding reasons to restrict the event from taking place, all money received will remain on file as a credit for 1 year. (Situations not recognized as legally binding reasons include, but are not limited to, mandatory mask orders, mandatory social distancing orders or reduced attendance orders.) In addition, Client will owe any outstanding payments under the following schedule:

- Cancellation 180 days or more before the event - No refund of the initial retainer. Any other amounts paid and/or other monies paid excluding transaction fees are refundable unless a special order item has been ordered.
- Cancellation between 179 - 60 days of the event - No refund of any monies paid up to 50% of the total. Anything beyond 50% of total booking fee will be refunded. 50% of the package is still due if not already paid.

- Cancellation within 60 days of the event - There is no refund available and the entire amount of the booking fee is due. The single exception to the "59 days" policy is for death or Military Deployment with verifiable death certificate or deployment papers. If a death or military situation is activated, all but the retainer and transaction fees will be refunded. In the case of Military Deployment the total can be placed against another date, as long as the date is available.

Should the Client cancel due to a city/state/national "shut down" or "stay at home" order, or mandatory closure of event venues, and the event cannot legally take place, a refund will be issued for any payments received, less the retainer. The retainer will remain on file as a credit and credit may be transferred to another event, service or person/Client. Any additional monies or payments owed will be waived in this scenario.

6.0 LATE PAYMENT.

In the event payments are not received by Magic Mirror Photo Booth. within 5 calendar days after becoming due, Company may:

- charge a late fee in the amount of \$100;
- charge a late fee in the amount of \$250 if such payment is more than 10 calendar days late; or
- suspend performance for all Services without any obligation to secure replacement services for the Event.

7.0 HIRED PERIOD SPECIFICATIONS

- 7.1 Set-up of Services. The hire period will be for a set period, as specified in the booking form and as agreed by both parties before. In addition, this will cover the 60-90 minute setup time and 30-60 minute pack down time. Use will commence at the agreed time and finish at the agreed time in the booking form unless due to technical difficulties on our behalf, when we provide the service for the set period once rectified. Company will arrive to set up approximately 60-90 minutes before the hire period is due to commence. If Client requires us to be set up earlier an idle time charge will apply. It is the Client's responsibility to ensure that the venue allows the Company in their venue to perform services and at the agreed time. This also includes ensuring that there is access to enter the venue and enough space with a power outlet within 25 feet of where the services are to be. If there is insufficient space for us to set up Client will still be charged the full hire amount.

It is Client's responsibility to inform us of any circumstances that may make setting up take longer, these may include but are not exhaustive to; going upstairs, a long distance from unloading area to set-up area, restricted access. If we are not aware of these and the set-up takes longer than normal Client's hire period may be intruded into. If we are required to go upstairs without notice an additional fee of \$150 will be added.

If a Client's event simply starts late or runs late, our period of hire will still be for the agreed period and times unless we agree to provide additional hours as per our additions.

7.2 Downtime. Magic Mirror Photo Booth. takes the utmost care regarding equipment function, photo quality, and printing. However, due to the nature of technology, some downtime may occur. Magic Mirror Photo Booth guarantees its equipment to be operational at least 80% of the scheduled rental time, and will refund a prorated amount of the rental price for any downtime beyond this caused by equipment malfunction. This is not to include equipment malfunction resulting from abuse of the photo booth equipment by guests.

If a service time is longer than 8 hours, then downtime must be provided for local, state, and federally required breaks.

7.3 Termination of Hire for Damages. Magic Mirror Photo Booth retains the right to terminate a hire if they feel that any equipment or property belonging to Magic Mirror Photo Booth is in danger of being damaged or has been damaged due to unruly behavior from Client. We also reserve the right to refuse guests to participate in the activities if we feel they are too unruly.

In any instances where Company may have a need to terminate the hire, Company will attempt to speak with the Client or the hosting venue first, if possible to try to resolve the matter before termination. Client will be fully responsible for any damages caused by Client or any other attendees at the event to the booth or booth equipment however caused, with the sole exclusion of Magic Mirror Photo Booth staff. In the event of any damages caused by those present to property or equipment in use by Magic Mirror Photo Booth, Client will be charged the full replacement cost and are liable to cost involved in termination of future events due to sourcing replacements.

Any damages must be reported to a member of Magic Mirror Photo Booth staff immediately upon discovery.

8.0 LIMITATIONS OF LIABILITY

- 8.1 Entire Liability and Uniqueness of the Event. Magic Mirror Photo Booth's entire liability to Client for any claim for damages, reimbursement or loss suffered, relating to or in any way arising out of Magic Mirror Photo Booth's performance, is limited to a refund of the Service Fee. Due to the uniqueness of each event, Magic Mirror Photo Booth. cannot guarantee delivery of any specifically requested product(s) and Client further recognizes and agrees that an entire event cannot be replicated, reenacted or repeated for the purpose of a reshoot and that Magic Mirror Photo Booth has no obligation under this Agreement to do so.

8.2 Explicit Liabilities.

Company shall not accept liability under any circumstances for:

1. Loss of or damage to property belonging to or travelling with the members of any group. (For example, watches, jewelry, cameras or clothing.)
2. Personal injury or death of any participants however caused unless by proven negligence of Magic Mirror Photo Booth..
3. Client emotional distress, mental anguish, punitive damages, consequential damages, lost profits, loss of enjoyment, lost revenues and/or replacement costs.

8.3 Attendant's Illness or Injury/acts of God.

If, for whatever reason including injury, illness, acts of God, Magic Mirror Photo Booth's attendants or specialized staff are unable to attend the event, Magic Mirror Photo Booth will make best efforts to find a substitute attendant for the event. If a substitute attendant cannot be found, Magic Mirror Photo Booth will promptly reimburse Client any and all Service Fee and deposit amounts Client previously paid to Magic Mirror Photo Booth, and neither party will have any further obligations or additional liability under this Agreement

9.0 INDEMNIFICATION.

Client agrees to indemnify and hold Magic Mirror Photo Booth harmless from all claims, demands, actions or damage of every kind and description, including reasonable attorney fees and all other costs and expenses necessarily incurred, which may accrue to, or be suffered by such party as a result of a third party's act and/or omission and not as a result of such party's act and/or omission, including but not limited to the following occurrences: photographic materials being damaged in processing, loss of photographic materials due to camera malfunction, loss of photographic materials in the mail, and photographic materials being stolen while outside the control of Magic Mirror Photo Booth.

10.0 FORCE MAJEURE.

If Company cannot perform or believes it may not be able to perform this Agreement in whole or in part due to a fire, natural disaster, act of war or terrorism (domestic or foreign), epidemic or pandemic (including COVID-19), action of any governmental authority (including a Government Order), national or regional emergency, other casualty, act of God, or other cause beyond the control of the parties or due to Company's illness or injury, whether or not foreseeable ("Force Majeure Event"), then Company will give notice to the Client as soon as reasonably practicable after Company determines that a Force Majeure Event will or may prevent Company from performing under this Agreement. Company shall have no obligation to perform under this Agreement and no liability for delays or failures to perform due to a Force Majeure Event, but Company may, in Company's discretion, work with the Client to find an alternative date for the Event that is suitable to both Client and Company. To the extent the Parties cannot agree on a suitable replacement date consistent with Company's availability, Company may also, in its sole discretion, refund fees paid to Photographer under the Agreement, less any amounts necessary to cover expenses and work (based on time spent by Company) already performed by Company related to the Event, including, but not limited to, pre-wedding communications, development of timelines, and preparation of gear for the Event (the "Refund Amount"). In the case of a Force Majeure Event, Company shall have no additional liability to Client with respect to this Agreement beyond that described in this Section and below.

11.0 VENUE EXCLUSION & ACCESS.

Client shall be obligated to obtain any and all necessary authorization from the property owner/representative of any location(s) where Magic Mirror Photo Booth will be providing its services under this Agreement. The Client is responsible for confirming that the event venue or location allows the services being provided, listed under Description of Services. If the event venue or location will not allow the listed services, and Magic Mirror Photo Booth is informed of this more than 72 hours in advance of the event, Magic Mirror Photo Booth shall be entitled to keep the retainer and neither party shall have any further liability or obligation under this Agreement. If the event venue or location will not allow the listed services, and Magic Mirror Photo Booth. is notified less than 72 hours in advance of the event or arrives on the day of the event to find that the services are not approved by the venue, then the Client will receive no refund

or partial refund. The Company may be limited by the rules and restrictions of the Event venue. Client understands and agrees that Company will abide by such rules and restrictions and that they are outside the control of Company. Negotiation with the venue with respect to modifying the rules and restrictions is the sole responsibility of the Client or Client's representative, such as a wedding planner or event coordinator. Client agrees to hold Company harmless for the impact such rules and restrictions may have on performance of the Services.

It is the Client's responsibility to ensure the proper venues contact information, address, name, and postcode for our attendants has been provided. We also require that the venue allows reasonable access for loading, and suitable parking once the booth and equipment has been unloaded. If parking for loading is restricted Client will be liable for any fines that occur as a result and or time used seeking a suitable location. We cannot be held responsible for any errors or delays resulting from incorrect or missing address details.

The information provided by the client in regards to event location, rental time, etc. at the time of the booking is the final information Magic Mirror Photo Booth will reference when servicing the event. If any changes need to be made, it is the client's responsibility to notify Magic Mirror Photo Booth in writing of such changes. Magic Mirror Photo Booth is not responsible for any information that is inaccurately provided by the Client.

12. HARASSMENT DURING PERFORMANCE.

If at any point during the event Magic Mirror Photo Booth's attendant feels physically unsafe or is sexually harassed by an event guest or guests, preventing attendant from safely completing performance, then Magic Mirror Photo Booth's attendant can immediately end the services and leave. If a guest or guests are rude, the attendant will notify the Client or Client's representative and if the rude behavior doesn't stop then Magic Mirror Photo Booth's attendant will end the services and leave. Magic Mirror Photo Booth will provide the products described above using the footage or images obtained before the incident and Client will receive no refund or partial refund; at Company's sole discretion.

14.0 INTELLECTUAL PROPERTY

- **14.1 Copyright.** All products created by Magic Mirror Photo Booth are copyright protected. It is a violation of Federal Copyright Law to copy, scan or allow products to be reprinted, duplicated, digitally reproduced, copied, scanned or altered (digitally or otherwise), without Magic Mirror Photo Booth express written permission. Client agrees to purchase additional products/rights directly from Magic Mirror Photo Booth that are not included in the Description of Services in a separate Agreement. Magic Mirror Photo Booth may use any and all products for purposes of advertising, display, stock, use in contests, or for any other reasonable purpose without notification of, release by, or compensation to Client.
- **14.2 Digital Files.** Client who purchase digital files may create duplicates and use products received for personal use only. Any other use of the digital files is prohibited and requires the prior written consent of Magic Mirror Photo Booth. Digital files are subject to natural degradation and data corruption over time and it is Client's sole responsibility to backup such files to prevent loss of data. As a courtesy, Magic Mirror Photo Booth stores digital files for one year after the event date, and then archives them off-site. Retrieval of images (if available) outside of two years from the event date will incur a \$100 fee.
- **14.3 Pricing.** Pricing for prints, albums, and other products and services are subject to change without notice for those products and services purchased after a period of 6 months from the signing of this Agreement. Products included in service agreement are considered void if not redeemed within 6 months after the delivery of images.
- **14.4 Product Delivery.** Magic Mirror Photo Booth strives to deliver digital files within 2 weeks after a client's event, but during times of high business levels, will deliver digital files no later than 4 weeks after Client's event.

15.0 INSURANCE.

Magic Mirror Photo Booth agrees that business will keep the set-up area under his/her direct control safe and will maintain a general liability insurance policy. Any additionally required insurance by the state, local ordinance, or venue will be the responsibility of the client.

16.0 DEFAULT.

The occurrence of any of the following shall constitute a material default under this Contract:

1. The failure to make a required payment when due.
2. The insolvency or bankruptcy of either party.

3. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
4. The failure to make available or deliver the Service in the time and manner provided for in this Contract.

17.0 REMEDIES.

Unless otherwise stated in this agreement and in addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 5 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such a time period shall result in the automatic termination of this Contract.

18.0 DISPUTE RESOLUTION.

Both parties agree to handle any dispute arising from this contract by submitting said dispute to mediation in accordance with any statutory rules of mediation in the State of California. If mediation does not successfully resolve the dispute, the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

19.0 ENTIRE AGREEMENT.

This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties. (This includes attached service term addendums).

20.0 SEVERABILITY.

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed and enforced as so limited.

21.0 GOVERNING LAW.

This Contract shall be construed in accordance with the laws of the State of California.

22.0 NOTICE.

All notices and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth in the Order Confirmation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by email, personal delivery, nationally recognized overnight courier, or certified or registered mail. Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

23.0 WAIVER OF CONTRACTUAL RIGHT.

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

24.0 SURVIVAL.

Provisions of these Terms, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement.

24.0 SIGNATORIES.

This Agreement shall be signed on behalf of Client by Morganne Schmitt Montgomery High School and effective as of the date first above written.

PHOTOBOOTH SERVICE TERMS

Required Accommodations:

The Client is responsible for confirming that the following accommodations are provided:

- SPACE: We ("Company") require a minimum of a 10'x10' space for most of our products/services. If the Client's venue cannot provide this, notify the Company so other arrangements can be made. Exceptions to this include but are not limited to: Mini Photo

Booths (8' x 8'), 360° Booth (15'x15').

- **POWER:** We require access to 1 three prong 15 volt 20 amp duplex grounded electrical outlet, free of other connected electrical devices per product/service. We can bring an extension cord if necessary, but still must be within 25 feet of an outlet. Additional extension cords are required to be provided by the venue or arranged with Magic Mirror Photo Booth in advance.
- **SUNLIGHT:** The angle/direction of the sun can sometimes be a factor in photo quality. If possible, we recommend having us under a tent or shaded area. Please keep this in mind when deciding where to put the photo booth for Client's event.
- **HEAT/COLD:** Some of our equipment can become unresponsive if it becomes overheated or too cold. Similar to above, please make sure that we have some type of coverage so that we are not in direct sunlight or if it is going to be cold, that there are outdoor heaters provided for the photo booth area.
- **RAIN:** In case of poor weather, we do reserve the right to end service if an indoor area or other reasonable accommodations are not able to be provided. We can make recommendations based on weather within 48 hours of the event if Client contacts us to inquire about alternatives.
- **BACKDROPS:** Many of our backdrops are double-sided. For that reason, it is best to have us against a wall, as we can't guarantee that the back of the backdrop that Client selects will match with the decor of Client's event. If Client are providing Client's own backdrop, we do require a picture of the backdrop that Client is providing so that we can ensure that the size will work and to ensure the highest possible quality of output. For outdoor events, we are required to set our backdrops against a wall for safety reasons.
- **Wi-Fi:** While most of our products/services require wi-fi in order to operate, knowing if Client's venue can provide wi-fi is helpful for our staff. If the Client's venue is unable to provide wi-fi, please let us know so that we can make other arrangements if the service we are providing requires it.
- **Table:** It is the responsibility of the client to provide a minimum of a 6 foot table, decorated in the event colors and theme, for prop use if you wish for it to match the theme of the event. If there is also a scrapbook or magnetic prints, a second 4 foot table is required. We can provide a table with a black table cloth if a table is unavailable. Please let us know when filling out the questionnaire.

If the above accommodations are not met and cause us to be unable to perform services, Client will not receive a refund or partial refund.

Photo Layout Design:

Whether Client purchases a custom photo strip design or if Client chooses from our library, Client **MUST** approve the photo layout design within 7 days of the event. If Client has not approved the layout, Company designer will either use the mockup sent (custom photo strip design), or choose a layout from the template chooser for the event.

In the event that Client is booking within 7 days:

For Custom Photo Strip Design - Client will receive a questionnaire about Client's design that Client **MUST** fill out within 5 days of the event. Our designer will then reach out with a mockup. This mockup must be approved or sent back for rework within 24 hours.

For Choose From Our template chooser - Client will receive a link to our templates. Clients must choose a design within 24 hours.

Deadlines are in place to ensure Client satisfaction. Our operations team prepares the equipment a week ahead of time to ensure any computer updates/repairs are addressed well in advance of Client's event date.

Children:

Children love our photo booths and we love making everyone happy. In some cases, however, we may decide to enforce our "children under 13" policy in an effort to maintain order in and around the photo booth. The "children under 13" policy states that "Children under the age of 13 will not be permitted to utilize the photo booth without an adult present. The adult does not need to be in the photo with the child/children, but they must be supervising." Although rarely enforced, we reserve the right to enforce this policy if circumstances introduce a need.

Additional time:

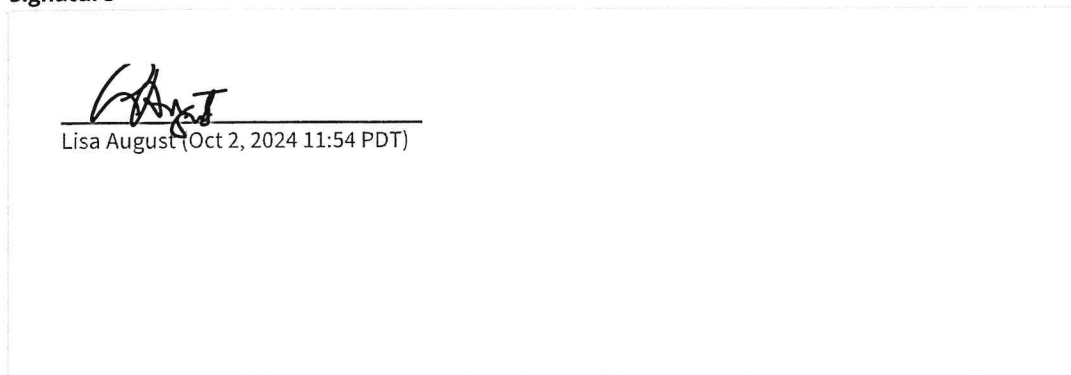
Should Client desire additional time beyond the contracted hours then attendant, Client, and facility must unanimously agree to extra time extensions. Client agrees to pay Attendant by cash or credit card in the amount of \$150.00 for each hour of extra time. Client further agree that extended time payments must be paid prior to beginning the extended time period.

Event and Venue Info Forms:

Client agrees to complete "Event Planner" and "Vendor" forms available to them online at Company's website, <https://magicmirrorphotobooth.s1.boothbook.com/manage?id=265&surname=Schmitt> no less than two weeks prior to Saturday 19th of October 2024.

To sign the document, either click and drag with your mouse, or if you are using a touchscreen device such as a smart phone or tablet, you may sign with your finger.

Signature



Clear Signature

Signer Name *

Lisa August

Signer Title *

Associate Superintendent

Accept & Proceed

By proceeding with this contract, you acknowledge that this e-signature forms the basis of this legally binding document, and that your IP address and location have been recorded as proof of your intent to sign under the UETA and ESIGN act (United States), the Electronic Communications Act 2000 (United Kingdom), the eSignature Directive (1999/93/EC) (European Union), and the worldwide electronic signature law. More information may be found [here](#).

ExploreLearning®

ExploreLearning
Reflex and Frax
For: Proctor Terrace Elementary School

By: Celina Stone
Proposal Expires on: October 31, 2024

| Quantity | Unit | Product | Months | Total |
|----------|---------|--|--------|------------|
| 1 | Bundle | Bundle: Reflex + Frax; Site License | 12 | \$4,795.00 |
| 1 | Webinar | Included webinar training for up to 40 participants. | 12 | Included |



Lisa August (Oct 3, 2024 10:32 PDT)

Subtotal: \$4,795.00

Discount: (\$959.00)

Total: \$3,836.00

This proposal presented on August 14, 2024 is made on behalf of ExploreLearning, LLC (FEIN 38-3942548).

Prices contained herein do not include applicable state and local sales taxes. Sales tax may be adjusted at the time of invoicing. Pricing information made herein is strictly confidential and is supplied on the understanding that it will be held confidential and not disclosed to third parties without the prior written consent of ExploreLearning.

Acceptance

All ExploreLearning subscriptions and/or services are offered subject to ExploreLearning's standard license and terms of use and privacy policy (the "License Terms"), available on the product log in pages as supplemented by the terms of the applicable proposal - and ExploreLearning's [K-12 processing](https://web.explorelearning.com/k12processing/) (https://web.explorelearning.com/k12processing/). By placing an order, customer confirms its acceptance of the License Terms, as well as the fees in the proposal, which together with the awarded proposal and/or any other associated agreement entered into by ExploreLearning and customer regarding the subscriptions, products and services, constitute the entire agreement between customer and ExploreLearning regarding such subscriptions, products, and services (the "Agreement") and provides its authorization to ExploreLearning's K-12 processing as described. Customer and ExploreLearning agree that the terms and conditions of the Agreement supersede any additional or inconsistent terms or provision in any customer drafted purchase order, or any communications, whether written or oral, between customer and ExploreLearning relating to the subject matter hereof, which shall be of no effect. In the event of any conflict, the terms of the Agreement shall govern.

Next Steps

PLEASE NOTE THE QUOTE NUMBER (#Q-330265) MUST APPEAR ON PURCHASE ORDER(S) IN ORDER TO PROCESS.

Purchase Orders may be sent to ExploreLearning Orders via one of the following methods:

Email to: celina.stone@explorelearning.com to streamline processing
Fax to: 434-220-1484
Mail to: 110 Avon Street, Suite 300, Charlottesville, VA 22902

You may also contact Celina Stone at 866-882-4141, ext. 318 or celina.stone@explorelearning.com for more information on any aspect of this proposal (#Q-330265).



“Deaf Ninja” Kyle Schulze Appearance

Contractor:

Brad Coscarelli
Principal of Hidden Valley Elementary School
3435 Bonita Vista Dr.
Santa Rosa, CA 95404

Talent:

Kyle Schulze
“The Deaf Ninja”
386 Broadway
Rochester, NY 14607

Contract Terms:

Kyle Schulze, hereon referred to as “Talent” will appear on January 16th, 2025, at Hidden Valley Elementary School, known as the “Contractor”.

Talent will appear at the Hidden Valley Elementary’s gym on: Thursday, **January 16th**, for 2x 30-minute full assembly, with an additional 30–45-minute private assembly with DHH students. Talent will work with Contractor for speaking points.

Talent will be available for photographs and open to speaking to media, pending approval from Talent’s management prior to any interviews. All posts, posters, marketing collateral using Talent’s likeness by Contractor must be approved prior to public release.

Payments Terms:

Contractor has agreed to pay Talent a flat-fee of \$3,500 for his appearances under this agreement. This flat-fee includes all appearance and representation fees, travel-related expenses, meals and lodging, and other incidentals. Contractor will pay 50% down to secure the date of appearance, this is a non-refundable fee. The fee is only refundable should the Talent cancel his appearance.


Payment Schedule:

\$1750 due upon signing of contract

\$1750 due at the end of agreed dates spelled out in contract (Contractor will then process the final check payment to be mailed or via ETF to the Talent’s address below).

All payments can be made out to:

Kyle Schulze
386 Broadway
Rochester, NY 14607



Kyle Schulze
“The Deaf Ninja”

~~Kristin Colgrove~~ Lisa August, Associate Superintendent
~~Office Manager of Hidden Valley Elementary~~

10/18/2024

Date

Date



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Redwood Empire Food Bank (REFB), 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: 13-5310-0-9110-3700-5800-119-5186

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

For Billing (if applicable): X Bill to: Redwood Empire Food Bank Billing frequency: Monthly

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 4,000

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Ed Burke, Child Nutrition Services Phone #: 707 890 3807

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 3/1/2024 Proposed Contract End Date: 8/29/2025

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 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The District will provide instructions, review, and approve training and oversight related to summer meal programs. SRCS has taken on an expanded role of providing meals in collaboration with Burbank Housing and Sonoma County Libraries. The additional administrative responsibilities will be assigned to the Redwood Empire Food Bank as part of this contract.

(b) CONTRACTOR's Responsibilities and Duties:

Contractor will provide meal counting training, summer meal service site procedures, and site monitoring in alignment with summer meal program monitoring at community sites. Community sites include apartment complexes, and libraries. Services provided will support management functions of the summer meal program and will in no way replace or supplant the work of represented staff.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on March 1, 2024, and will continue through August 29, 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 fifteen thousand ollars (\$15,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The contractor will provide detailed invoices for payment.

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

The district will use the metric below to assess the services provided.

- Agendas and log-in sheets for training sessions.
- Completed site monitoring reports and follow-up monitoring.

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 |
| X | Priority 5- Equity and Excellence |
| X | Priority 6- Family Engagement and Community Partnerships |
| X | 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: Redwood Empire Food Bank

Street:3990 Brickway Blvd.

City/State/Zip:Santa Rosa, CA 95403

Phone:707 523 7900

Email: meals@refb.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 3 DAY OF October, 2024.

DISTRICT

Signature: _____

Lisa August

Associate Superintendent

shovos@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: 

Print Name: ALLISON GOODWIN

Title: CEO

Email: AGOODWIN@REFB.ORG

Phone: (707) 523-7900



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 Del Real Foods, 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: 13-5310-0-9110-3700-4711-119-5186

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

For Billing (if applicable): Bill to: Del Real Foods Billing frequency: Monthly

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 12,000

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

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

Contract Created by: Ed Burke, Child Nutrition Services Phone #: 707 890 3807
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 7/1/2024 Proposed Contract End Date: 6/30/2025

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 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The district will always adhere to bidding procedures before purchasing goods. The district will place orders and ensure that proper receiving and payment practices are conducted with orders.

(b) CONTRACTOR's Responsibilities and Duties:

Contractor will deliver ordered foods in good condition, provide invoices and required documentation such as nutrition information, country of origin, and other required information.

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 hundred fifty thousand Dollars (\$150,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The contractor will provide detailed invoices for payment.

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

The district will use the metric below to assess the services provided.

- The condition of goods received.
- The timeliness of invoices and requested information.

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 |
| X | Priority 5- Equity and Excellence |
| | Priority 6- Family Engagement and Community Partnerships |
| X | 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@sres.k12.ca.us

CONTRACTOR:

Name: Del Real Foods

Street: 11041 Inland Avenue

City/State/Zip: Mira Loma, CA 91752

Phone: (951) 681-0395

Email: sramirez@delrealfoods.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 25 DAY OF September, 2024.

DISTRICT

Signature: _____

Lisa August

Associate Superintendent

shoyos@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: *Samantha Ramirez*

Print Name: Samantha Ramirez

Title: Director of Foodservice Sales

Email: sramirez@delrealfoods.com

Phone: 209-810-0027



**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 Daylight Foods, 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: 13-5310-0-9110-3700-4711-119-5186

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

For Billing (if applicable): X Bill to:Daylight Foods Billing frequency: Monthly

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: 12,000

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

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

Contract Created by: Ed Burke, Child Nutrition Services **Phone #:** 707 890 3807
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 7/1/2024 **Proposed Contract End Date:** 6/30/2025

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 4-17-23

1. Services.

(a) DISTRICT's Responsibilities and Duties:

The district will always adhere to bidding procedures before purchasing goods. The district will place orders and ensure that proper receiving and payment practices are conducted with orders.

(b) CONTRACTOR's Responsibilities and Duties:

Contractor will deliver ordered foods in good condition, provide invoices and required documentation such as nutrition information, country of origin, and other required information.

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 hundred fifty thousand Dollars (\$150,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The contractor will provide detailed invoices for payment.

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

The district will use the metric below to assess the services provided.

- The condition of goods received.
- The timeliness of invoices and requested information.

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 |
| X | Priority 5- Equity and Excellence |
| | Priority 6- Family Engagement and Community Partnerships |
| X | 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@sres.k12.ca.us

CONTRACTOR:

Name: Daylight Foods, Inc

Street: 30200 Whipple Road

City/State/Zip: Union City, Ca. 94587

Phone: 510-931-4207

Email: schools@daylightfoods.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

Signature: _____


Lisa August

Associate Superintendent

shoyos@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature:  _____

Print Name: Chris Kouretas

Title: Vice President of Sales

Email: chrisk@daylightfoods.com

Phone: 510-594-4374

Interagency Agreement

Return a signed copy of this form by one of the following methods:

- Upload to: CNIPS in "Checklist Items"

Please check appropriate box:

We did not change this sample

We changed this sample and highlighted our changes

Agreement

This Interagency Agreement between the parties named below authorizes the school food authority (SFA) to claim reimbursement in the Child Nutrition Information and Payment System (CNIPS) for meals it serves to students enrolled in the recipient school or agency. Both parties agree that the recipient school or agency is listed as a site under the administering SFA's Permanent Single Agreement (PSA) with the California Department of Education (CDE) Nutrition Services Division (NSD) to operate the federal child nutrition programs.

SFA Name Santa Rosa City Schools

CNIPS ID: 02876

Vendor ID: 70912Z

Amarosa Academy

Recipient School/Agency Name

CNIPS ID (if applicable): _____ Vendor ID (if applicable): _____

If the recipient school/agency was previously operating under the Permanent Single Agreement of another SFA, identify that SFA below.

SFA Name

CNIPS ID: _____

Vendor ID: _____

Effective and Expiration Dates

This Agreement begins on 7/1/2024 and ends on 6/30/2025 (Note: Must not exceed one year term; no extensions [e.g., July 1, 2018, to June 30, 2019]).

This Interagency Agreement (hereinafter referred to as **Agreement**) executed in duplicate and entered into on _____ between the **School Nutrition Program Sponsor**, hereinafter referred to as the **SFA**, and the **Recipient School District or Agency**, hereinafter referred to as **Recipient**, is created for the purpose of providing (check all that apply):

Meals Provided

- Lunches served under the:
- National School Lunch Program
 - Seamless Summer Feeding Option
 - Summer Food Service Program
- Breakfasts served under the:
- School Breakfast Program
 - Seamless Summer Feeding Option
 - Summer Food Service Program
- Snacks served under the:
- National School Lunch Program

Both parties hereby agree that:

1. If at any time the **Recipient** no longer meets the eligibility requirements to participate in the federal child nutrition programs (CNP), they will immediately notify the **SFA** and the **SFA** will drop the **Recipient** from participation under its PSA.
2. The **SFA** will represent the **Recipient** as the CNP sponsor and will claim reimbursement from the CDE for all meals served to children enrolled in the **Recipient's** meal program(s). The **SFA** will only claim reimbursement for complete meals or snacks served to students, according to each child's

eligibility category, at the rate of one breakfast, lunch, and/or snack per child per day.

3. Once approved by the CDE, **the term of this Agreement is one (1) year** as indicated on the cover page. Either party may terminate this Agreement for cause with 10 days' written notice. The **SFA** will provide a written notice of termination to the CDE NSD.
4. The **SFA** will conduct the free and reduced-price meal application process, including the distribution, review, and approval of applications for sites belonging to the **Recipient**. The **SFA** will create and update the eligibility roster and provide current lists of students and their eligibility category to the **Recipient** as soon as possible after changes occur.
5. The Recipient (enter **SFA** or **Recipient**) will perform the point-of-service meal counts. The **SFA** will provide training as necessary to the **Recipient's** staff regarding point-of-service meal counts and completion of all required documents; however, the **SFA** will ultimately be responsible for meal counts and claiming accountability.
6. The **SFA** will perform the required daily and monthly meal count edit checks.
7. The **SFA** will conduct the annual Verification process, as well as perform any necessary eligibility verifications for cause, and will notify the **Recipient** of its findings and any needed changes.
8. The **SFA** will assume responsibility for any overclaims identified during a review or audit, and reimburse the CDE accordingly.
9. The **SFA** will obtain CDE approval for this Agreement and then include all participating **Recipient** sites in its PSA with the CDE.
10. The **SFA** will provide meals that comply with the nutrition standards established by the U.S. Department of Agriculture (USDA).
11. The **SFA** will prepare meals and snacks in the SRCS Central kitchen located at SFA. This preparation site will maintain the appropriate state and local health certifications for the facility.
12. The **Recipient** will notify the **SFA** of the number of meals and snacks needed no later than 11 am each day. The **SFA** is not obligated to provide any meals on days when the **SFA** is not open for business.
13. The **SFA** will provide all equipment necessary to prepare meals.

14. The **SFA** will provide all equipment necessary to transport meals and snacks to the **Recipient**.
15. All meals, including those for field trips, will be (choose one):
- a. Transported from the SFA to the **Recipient**
 - b. Picked up by the **Recipient** from the **SFA**
16. Prepared meals will be available for transport or pickup no later than:
- Breakfast: 11 am
- Lunch: 11 am
- Snacks: _____
17. The **SFA** will store all food, including USDA Foods.
18. Both parties will be responsible for maintaining the proper temperature of the meals/snacks until they are served.
19. The **Recipient** will return on a basis any and all equipment owned by the **SFA**.
20. The **SFA** will provide the necessary trays, dishes, utensils, straws, and napkins.
21. No later than one (1) week prior to the end of each month, the **SFA** will provide to the **Recipient** a monthly menu specifying the meals and snacks to be served the following month.
22. The **SFA** will submit to the **Recipient** itemized invoices for meals and snacks provided by the **SFA**. The invoices will be for the actual cost of producing meals and snacks plus payments from participating children and adults, minus state and federal reimbursements. The **Recipient** will submit payment to the **SFA** in such form as required by the **SFA** on or before the 10th day of the following month.
23. When the **Recipient** requests meals for field trips, the **SFA** will provide sack lunches that meet the meal pattern requirements. The **Recipient** must request sack lunches for field trips at least 5 working days in advance. The **SFA** and **Recipient** shall negotiate the delivery time for field trip sack lunches on a case-by-case basis. The cost per lunch will remain the same as for the regular lunch. The **Recipient** will be responsible for maintaining the appropriate temperature of lunches until served.
24. The gifting or exchange of USDA Foods is not permitted. Until students are served a meal or snack, all USDA Foods remain the property of the **SFA**.

- 25. The **Recipient** will indemnify and hold the **SFA** and its officers, employees, and agents harmless from any and all liability, cost, or expense incurred as a result of negligence on the part of the **SFA**.
- 26. The **Recipient** will keep and maintain liability insurance, including extended coverage for product liability, in an amount no less than 1,00,000 for each occurrence. The **Recipient** will provide the **SFA** with a certificate evidencing insurance in this amount, naming the **SFA** as an additional insured, and specifying that the coverage will not be canceled or modified without 30 days prior written notice to the **SFA**.
- 27. Both parties will comply with all applicable federal, state, and local statutes and regulations with regard to the preparation and service of meals under the CNPs; including, but not limited to, all applicable regulations relating to the overt identification of needy pupils, the nutritional content of meals, and nondiscrimination. All records maintained by both parties shall be open and available to inspection by federal, state, and local authorities in accordance with applicable statutes and regulations.

All business and information relating to the execution of this Agreement and the services thereof, including kitchen visitations, will be conducted with the SFA's Director of Food Services.

Signatures

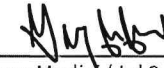
The undersigned hereby agrees to all terms and conditions of this Interagency Agreement.

Name and Title of SFA Official: Lisa August, Associate Superintendent

Signature of SFA Official: _____ Date: _____

Email Address: shoyos@srcs.k12..ca.us

Name and Title of Recipient School or Agency Official: Greg Medici

Signature of SFA Official:  Date: 06/24/2024
Greg Medici (Jul 2, 2024 17:16 PDT)

Phone Number: 7075242628 Fax Number: _____

Email Address: gmedici@scoe.org



Students Learning In Marsh Environments (SLIME) Field Trip Transportation Scholarship Award

Date: October 2, 2024

Dear Evelyn Anderson,

Congratulations! Santa Rosa French American Charter School has been selected to receive a Transportation Scholarship for Florian Mahe's field trip group, which will provide for a reimbursement of transportation costs up to \$600.00. We are excited to be able to offer this opportunity to your students. You must agree to and follow the following conditions of this award to be eligible for reimbursement of costs.

CONDITIONS:

- Purpose:** The purpose of this award is to provide students in the grades of K-12 the opportunity to attend a field trip at the *San Pablo Bay National Wildlife Refuge* at Dickson Unit (7699 Reclamation Rd, Sonoma, CA) hosted by *Sonoma Land Trust (SLT)* in order to promote a sense of place and land ethic while learning about conservation, restoration, and climate resilience. This award is strictly limited to the transportation costs related to this purpose and may not be substituted for any other field trip or event.
- Entity Status:** Payment is limited to that of Qualified Educational Institutions, recognized by the State Board of Education or that of the Board of Education of a Public School District only. You confirm that your institution has been accredited by an authorized government agency and that your primary purpose of operations is teaching its enrolled students.
- Time period:** This award is available to be used between the dates of 10/2/2024 and 3/31/2025. It may not be applied to costs incurred before or after this time frame without written permission to do so.
- Allowable Costs:** Reimbursement of costs is limited to the actual costs of a licensed and certified transportation company only. Reimbursement for the use of personal automobiles used for transportation purposes or school staff time (teachers and/or aides) is prohibited.
- Payment Procedures:** To ensure timely and accurate payment, the following steps must be completed:

- a. Complete the provided Form W-9.
 - b. **Submit Invoice:** A substantiation of expenses incurred (invoice) detailing the allowable costs must be submitted to **Mirella Ramos** by **3/31/2025**.
 - c. **Teacher Survey Completion:** All teachers who attend the field trip are required to complete the post-program survey before the reimbursement payment is processed. Payment may not be made in advance of services rendered, before the invoice has been received, or before the post-program survey is completed by all attending teachers.
6. **Indemnity; Insurance:** You agree to indemnify, hold harmless and defend *SLT*, its officers, agents and employees from and against any and all claims, demands, injuries, losses, expenses (including attorneys' fees, costs and expenses), damages and liability arising from or relating to: (a) any breach by you of the terms of this letter; and (b) any actual or alleged act or omission by you in performing the Work. You represent to *SLT* that you have in place general liability and property damage insurance policies consistent with prevailing practices in your profession, occupation or line of work.
7. **Compliance with Laws; Governing Law:** You agree to comply with all applicable federal, state and local laws, rules and regulations. The laws of the State of California will govern this letter.
8. **Primary Contact:** Your primary contact for questions and payment processing is Mirella Ramos, who can be reached by email at mirella@sonomalandtrust.org or by phone at (707) 324-3525.

By signing this agreement, you agree to the conditions stated above and have the authority to agree to such terms by your Institution.


Print Name

Title/Role

Signature

Date

Sincerely,



box SIGN 1VW78RWP-46P6LQ7P

Neal Ramus
 Director of Community Engagement and Education
 Sonoma Land Trust



Service Agreement

Santa Rosa High School

Lifetouch ID: 9250
Account Representative Email: kbcherylr@lifetouch.com

School Year(s): 2025-2027
Agreement Length: 2

Account Information

Santa Rosa High School
1235 Mendocino Avenue
Santa Rosa, CA 95401-4312

Main Phone: 707-890-3850
Enrollment: 1900
Grades: 9 - 12

Summary of Programs Provided

- Fall Individuals
- Spring Individuals
- Underclass Grads
- Yearbook
- Prestige Seniors
- Sports
- Groups
- Dance
- Special Events
- Commencements
- Other/Misc

| Program Type* | Start Date | End Date | Setup Time | Start Time | End Time | Est. Photo'd | Setup Location |
|---------------|------------|----------|------------|------------|----------|--------------|----------------|
|---------------|------------|----------|------------|------------|----------|--------------|----------------|

Fall Individuals - Original

*All dates are tentative and subject to change or TBD if blank.

Account Services

- Yearbook - Media CD/DMD
- Storefront
- Lifetouch Portal

Storefront Contact:

Lifetouch Portal Contact:

Parent Notify is a complimentary service included when parent/guardian email addresses are provided

Other Services

Photo Directory
Digital Media Download - Medium Res - Yearbook
Photo Directory
ID Services

Additional Details

| Description | Incentive Details |
|-----------------|--|
| Fall Individual | Complimentary access to the ID application in Minga with Lifetouch partnership Replaces other printed ID solutions, except for Staff as needed |

Contact information

| Contact Name | Title | Phone | Email |
|--------------|-----------|--------------|----------------------|
| Mark Ryan | Principal | 707-890-3850 | mryan@srcs.k12.ca.us |

Agreement Terms

The account noted above (referred to as "you") designates Shutterfly Lifetouch, LLC (referred to as "Lifetouch") as your exclusive professional photographer and authorizes Lifetouch to: (i) photograph all students and staff who participate in "Picture Day" or other photography events, and (ii) produce and deliver photographs and services for the programs identified above. You are solely responsible for obtaining staff and parent or guardian consent to, or opt out of: (i) participation in all events and activities, and (ii) inclusion in class photographs or yearbooks (if included in services). You will provide us with access to students and staff, and use of your facilities, property and information for the purpose of performing the services, including Picture Day or event administration, fulfillment and distribution of photographs and yearbooks to you, delivery of Picture Day or event notices, and providing parents or guardians of photographed students opportunities to purchase individual and class pictures and yearbooks (if included in services). Lifetouch may modify the terms of this agreement or terminate this agreement upon notice to you. You may terminate this agreement if Lifetouch notifies you of a material change. If you do not terminate this agreement within 30 days after you receive notice of a change to the terms, you will be deemed to have accepted the change. Lifetouch's liability for any breach is limited to the amount you paid for services. Lifetouch will not disclose confidential information provided by you or use or retain it for any purpose other than performing the services or other internal uses as allowed by law. Lifetouch agrees to comply with laws, regulations and governmental orders governing the privacy and security of personal information including, where applicable and without limitation, the Family Educational Rights in Privacy Act. Lifetouch is and remains the copyright owner of all photographic images created in connection with this agreement. If Lifetouch is obligated to provide photographic images to the you as part of the services provided under this agreement, Lifetouch hereby grants you a nonexclusive, irrevocable, royalty-free license to use such photographic images solely for your administrative and educational purposes.

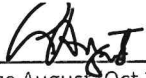
Signatures

E-SIGNED by Cheryl Rea
on 2024-09-26 22:39:00 GMT

September 26, 2024

Cheryl Rea

Sales Account Executive - School



Associate Superintendent

Lisa August (Oct 21, 2024 15:38 PDT)

Mark Ryan

Principal



June 1st, 2024

Memorandum of Understanding (MOU)

This Memorandum of Understanding (MOU) is entered into by and between:

School Garden Network
PO BOX 1367
Sebastopol, CA 95473
info@schoolgardens.org
707-861-0593

and

Steele Lane Elementary School
301 Steele Ln.
Santa Rosa, CA 95403
awilliams01@srcs.k12.ca.us
707-331-8070

Hereafter collectively referred to as the "Parties."

Purpose:

The purpose of this MOU is to establish a framework for collaboration and cooperation between School Garden Network and Steele Lane Elementary School to build the capacity of the school's garden program from June 2024 through May 2025.

Responsibilities of the Parties:

School Garden Network Responsibilities:

- SGN Farm-to-School Manager will conduct a detailed site assessment of the school garden and program and create a work plan for the school year.
- SGN Farm-to-School Manager will provide technical expertise to support the expansion and or revitalization of the garden.
- SGN Farm-to-School Manager will facilitate garden maintenance and infrastructure improvements.
- SGN will provide garden supplies like irrigation materials, plants and seeds to support the garden's production of edible foods.
- SGN Farm-to-School Manager will provide curricular resources to align garden and nutrition education to state standards.
- SGN Farm-to-School Manager will initiate the development (or improvement) of a garden kitchen (or cooking cart) that supports cooking from the garden activities.
- SGN Farm-to-School Manager will offer 7 Harvest of the Month lessons during the school year to students.
- SGN agrees not to share the names or ages of any students shown in pictures that will be used for promotional purposes.

Steele Lane Elementary School Responsibilities:

- Steele Lane Principal will sign and return the MOU no later than June 30th, 2024. If this is not possible, the School will contact SGN immediately.
- Steele Lane Elementary agrees that all expenditures comply with the Farm to School program requirements.
- Steele Lane Elementary agrees to follow the timeline, schedule and the description of activities, services or deliverables.
- Steele Lane Elementary must have a designated Garden Coordinator in place at the time of signing this MOU to work with SGN staff in the following areas: Garden technical assistance to increase production of food grown on site; create or improve garden kitchen and/or cooking cart; and curricular support that aligns with state standards and focuses on garden and nutrition education. If during the term of this agreement, the Coordinator cannot fulfill the contract for any reason, SCHOOL will notify SGN promptly and the school will designate (or hire) another Coordinator within one month.
- Steele Lane will ensure that there is infrastructure in place that will facilitate the installation of a drip irrigation system if necessary. This includes, but is not limited to, main water lines to the garden space; valve boxes; and a stub up. Water must be available to the garden year round, even when school is not in session.
- Steele Lane admin will assist in selecting teachers to help populate at least 4 groups/classes of students to receive a 45 minute Harvest of the Month lesson per group. Harvest of the Month lessons will occur in September 2024, October 2024, November 2024, December 2024, February 2025, March 2025 and April 2025.
- Steele Lane admin will provide contact information of teachers whose students will participate in this program to SGN no later than August 15th, 2024.
- The Garden Coordinator will complete and submit mid-term and final evaluations to SGN Farm-to-School Manager by December 2024 and May 2025.
- The Garden Coordinator will provide a program description as well as photos of their work, to be used for SGN promotional materials, on websites, in newsletters and on social media.
- Steele Lane Elementary agrees to obtain photo release forms signed by a parent/guardian, and to provide SGN with a copy of the signed form.
- Steele Lane Elementary agrees to provide a site orientation to SGN staff that includes a map of the school, bell schedule, keys to adult restrooms and garden (if needed) and the internet password.

Duration:

This MOU shall become effective on the date first written above and shall remain in effect until June 1, 2025, unless otherwise terminated by mutual written agreement.

Timeline:

- 06/30/2024: Signed MOU must be submitted to SGN by school
- 08/15/2024: School admin will provide teacher contact information to SGN
- August 2024: Attend SGN Workshop (date and location TBD)
- 09/06/2024: All Harvest of the Month (HOTM) lessons scheduled for Fall semester
- 09/2024: September HOTM lesson- Date TBD
- 10/2024: October HOTM- Date TBD
- 11/2024: November HOTM lesson- Date TBD
- 12/2024: December HOTM lesson- Date TBD
- 12/15/24: Mid-term evaluation is submitted to SGN
- 01/31/25: All HOTM lessons scheduled for Spring semester
- Feb 2025: Attend SGN Workshop (date and location TBD)
- 02/2025: February HOTM lesson- Date TBD
- 03/2025: March HOTM lesson- Date TBD
- 04/2025: April HOTM lesson- Date TBD
- 06/13/25: Final report, photos and paragraph due to SGN
- 06/13/25: Exit surveys are returned to SGN


IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding as of the date first written below.

School Garden Network

By: _____
Susan Davis, Executive Director

Date: _____

Steele Lane Elementary School

By:  _____
Amber Williams, School Principal

Date: 6/7/24



SCHOOL PROGRAMS CONTRACT

Contract Name Steele Lane
Client Name Steele Lane S25
Program Coordinator Micah Carlin-Goldberg
Billing Coordinator
Contract # 116148
Date Issued 10/15/2024
Deposit Amount \$4,700.00
Deposit Due 11/15/2024
Final Payment Due 02/11/2025
Address
City / State / Zip //
Email mcarlinggoldberg@srcs.k12.ca.us
Work Phone

1. Program Arrangements

a. Program Dates Arriving: February 11, 2025 Departing: February 14, 2025
b. First and Last Meals First Meal: Dinner Last Meal: Last Day Lunch
c. Attendees Students: 56 Chaperones: 6 Teachers: 3

2. Guarantee/Finances

- a. Client agrees to issue all payments in the form of a check.
- b. Client understands that a non-refundable, non-transferable deposit is required to hold the space for the dates listed as 1a above.
- c. Client understands and agrees that they will sign and date this agreement and return the original signed copy along with the deposit by the deposit due date listed above.
- d. Client understands that if the signed contract and deposit are not received at Westminster Woods by the deposit due date listed above, Westminster Woods shall be free to release the dates listed above for booking by other groups.
- e. Client understands that the full cost of the program will be specified in an invoice. Client agrees to pay the total amount specified in the final invoice.
- f. Client will submit a Certificate of Insurance with Westminster Woods named as "additionally insured" at least one month prior to program arrival date, in the amount of at least \$1 million.
- g. If different than 1c above, Client will provide final numbers of expected students, chaperones, and teachers to Westminster Woods at least one month prior to program arrival date.
- h. With less than two months until program arrival date, Westminster Woods can accommodate a change of up to 10% from the final student numbers. If Client brings more students, Client will be financially responsible for the additional attendees. If Client brings fewer students, Westminster Woods may reduce the final invoice by as many participants, or no more than a 10% reduction in student numbers, whichever is less.
- i. Client will provide final, complete attendance information on arrival day.
- j. Client agrees to issue final payment by the arrival date listed above.
- k. If the final payment is not received by the arrival date listed above, Client agrees to pay 2% interest per month for any unpaid balance.
- l. If Client is not underwritten by any formal organization, the undersigned agrees to be held individually responsible for the financial obligation in final invoice.

3. Cancellation

- a. If cancellation of this event is necessary before 11/13/2024, the deposit will be forfeited.
- b. If cancellation occurs after 11/13/2024, Client is responsible for the full invoiced amount.
- c. If cancellation occurs due to Force Majeure, defined below, Westminster Woods will use its best efforts to allow, Client, at Client's option, to reschedule a future program, in which case any payments will be applied to the rescheduled program. If Client does not reschedule a future program, any payments will be forfeited.

4. Expectations

- a. Client understands that Westminster Woods assigns cabins, teacher houses, number of trail groups and meeting rooms based upon group sizes and the most effective use of its facilities. Therefore, these assignments may vary from year to year.
- b. Client agrees to follow all policies, protocols, guidelines, trainings, and safety regulations of Westminster Woods, and all applicable local, state and federal laws.
- c. Client agrees that any injury causing accidents will be reported immediately to the Westminster Woods staff person on duty.
- d. Client is responsible for providing at least one representative, employed by Client, who will remain on location (either on Westminster Wood's property or at the location of any off-site trip) for the duration of the program.
- e. If necessary, Client is responsible for providing a vehicle and qualified driver for transporting participants to a local medical facility.
- f. Westminster Woods reserves the right to remove anyone at any time or from the facility. In the event that a participant is removed from their program, Client is responsible for providing supervision to that person until they leave campus and, if necessary, a vehicle and qualified driver for the participant's transportation from the facility.
- g. Westminster Woods is not responsible for loss or damage to any valuables or vehicles while on the premises.
- h. Client is responsible for all damage to Westminster Woods property caused by individuals within their group.
- i. Client may not assign this Agreement without Westminster Woods' written consent.

5. Indemnify and Hold Harmless

- a. Client agrees to indemnify and hold harmless Westminster Woods, its officers, agents, employees, directors and representatives from and against any and all claims, damages, losses of every nature, injuries to person or property (either or both), or expenses of whatever form or nature, including attorneys' fees and other costs of legal defense, whether direct or indirect, occurring in or about or in any way connected with the camp, as a result of or arising out of any acts or omissions of the Client, or any of its respective officers, agents, students, employees, guests or representatives.
- b. Westminster Woods agrees to indemnify and hold harmless the Client, from and against any and all claims, damages, losses of every nature, injuries to persons or property (either or both), occurring in or about or in any way connected with Westminster Woods and its use by the Client, as a result of or arising out of any acts or omissions of Westminster Woods, its officers, agents, or employees.
- c. In the event of any claims, demands, loss or liability arising out of the negligence of both the guest group and Westminster Woods, each party shall be responsible, including reasonable attorney's fees and costs, based upon its proportionate share of negligence.

6. Force Majeure

Should any fire or other casualty, earthquake, flood, epidemic, landslide, enemy act, war, riot, civil commotion, strike, slowdown, boycott or labor dispute or other similar event beyond the reasonable control of either party (any of the foregoing hereinafter referred to as "Force Majeure") prevent performance of this Agreement in accordance with its provisions, performance of this Agreement by either party shall be suspended or excused to the extent commensurate with such interfering occurrence. Force Majeure shall not excuse the payment of any sum of money owing hereunder prior to the occurrence of such Force Majeure. Illness of any guests or employees of the Client shall not be considered a Force Majeure for purposes of this Agreement.

7. COVID-19

In consideration for being permitted to use the Westminster Woods premises, the Client, on behalf of itself, and its respective officers, agents, students, employees, guests and representatives, hereby:

- (a) acknowledges the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure to those who may be infected with COVID-19 while on Westminster Woods' premises and/or participating in its programs, services, and activities;
- (b) knowingly and voluntarily assumes full responsibility for such risks; and
- (c) agrees to comply with Westminster Woods' safety measures and precautions which may include, but are not limited to, wearing personal protective equipment, hand washing, hand sanitizing, and social distancing.


I have read this agreement and agree to be bound by the terms herein:

School Authorized Representative Name: Michael Jablonski Title: Principal

Signature:  Date: 10/16

Group Name: Steele Lane S25

Westminster Woods Representative Name: Chris Rhodes Title: Executive Director

Signature:  Date: 10/15/2024

PAXTON / PATTERSON

4141 W. 126th Street | Alsip, IL 60803 | 877-243-8763

Quote Date: 8/26/2024 10:23 AM

Dear Santa Rosa Middle School,

This letter states for the record, that **we are the sole providers** of all Paxton/Patterson Learning Systems, including College & Career Ready Labs, Career Discovery Labs, Health Science Careers, and Construction Career Labs.

Paxton/Patterson developed these learning systems with the written curriculum, interactive multimedia, and proprietary Learning Management System, along with the necessary components to bring to your school a complete program for College & Career Readiness. Our programs are fully and exclusively supported by our educational consultants, professional development team, implementation specialists, and customer service teams. All curriculum is copyrighted and the exclusive properties of Paxton/Patterson LLC.

Best Regards,

Sean Marschke

(800) 323-8484 x241
sean@paxpat.com

PAXTON/PATTERSON

4141 W. 126th Street | Alsip, IL 60803 | 877-243-8763

PAXTON/PATTERSON (PP) LEARNING SYSTEMS CONTENT DELIVERY

PP will provide the Paxton Content Learning Management System for 60 months with a service start date to be set after installation by PP.

During the 60 months PP will:

- Provide access to Learning System content from modern browsers.
- Provide updates to Learning System content and to the Paxton Content Learning Management System.

During the 60 months it is likely that some 3rd party providers of equipment, software, and licensed assets included in your original purchase will upgrade their products. It is impossible to predict the scope of these potential future upgrades by 3rd party sources, therefore PP has not "built in" any costs for those items in the original purchase prices.

PP will advise you well in advance of the upgrade potentials being available, advising you of how the upgrade will enhance student learning and the costs of the upgraded equipment, software and/or licensed assets.

Most importantly, no purchase of upgraded equipment, software or licensed assets will be required at any time during the 60 months – because the PP learning system originally purchased will be supported during the entire 60 months.

The only time that it may be necessary to upgrade equipment, software or licensed assets is if your school chooses to upgrade to a newer operating system that is not compatible with the originally purchased 3rd party equipment, software, or licensed assets.

PAXTON/PATTERSON

4141 W. 126th Street | Alsip, IL 60803 | 877-243-8763

WARRANTY

Thank you for purchasing a Paxton/Patterson learning system. Your purchase includes warranty protection from defects in materials and workmanship when the learning system is used under appropriate educational conditions.

Key aspects of the warranty are:

- Your warranty period starts when your lab is installed and ends one year later.
- Equipment which does not perform properly will be repaired or replaced with a new or remanufactured product. The replacement or repaired equipment remains under warranty for the balance of the original warranty period.
- If there are any integrated instructional unit guidebook pages which we modify due to an inaccuracy preventing student learning, those pages will immediately be reprinted and mailed to you.
- Please contact our learning systems technical support staff at 800.631.0158 for equipment matters.

Technical Support:

- Your lab instructor will participate in our four step professional development program, Register, Complete Online Lessons, 4 hour On-Site Support Session and Attend Regional Workshop(optional).
- Should your instructor have questions about the learning system after completing professional development, our technical support staff is available Monday – Friday 7:00am to 5:00pm central time. If needed our staff can also be available by appointment at other times to provide technical support to your instructor. Except in unusual situations, technical support can be quickly and conveniently accessed via telephone, email and use of our “desktop streaming” support technology.
- We have consistently found that when an additional instructor is assigned to a lab or a new instructor is hired to replace the instructor who had completed professional development, the new instructor definitely needs to complete professional development just as your first instructor did. New instructors need considerably more formal training to effectively use the learning system lab than our tech support staff can provide via telephone.

**Exclusions to this warranty include: (a) consumable materials like paints and finishes, batteries, sanding materials and worksheets, (b) failure caused by misuse or accidents, (c) theft or “mysterious” disappearance, (d) normal wear and tear on guidebooks, textbooks, videos and other printed materials, and (e) damaged or lost computer software – CDs and diskettes. In conformity with your district's copyright law compliance policy we recommend that back-up copies be made of all computer software (CDs) exclusively for use in the learning system covered by this warranty.*


PAXTON/PATTERSON

4141 W. 126th Street | Alsip, IL 60803 | 877-243-8763

Santa Rosa Middle School
500 E St
Santa Rosa CA 95404-4335

Quote ID: QUO-02969-D8V7C0
Quote Date: 8/26/2024 10:23 AM
Total: \$3,800.00
Tax: \$0.00
Total Amount: \$3,800.00
Quote Valid for 90 Days

| Product | Stock Number | Price Per Unit | Quantity | Total |
|---------------------------------------|--------------|----------------|----------|------------|
| Level Up Package, 5-Year Subscription | 720610 | \$3,800.00 | 1 | \$3,800.00 |

Signature:  _____

Date: October 10, 2024

Printed Name: Danielle Glodowski

Title: VP of Operations

Email: Danielle@paxpat.com

Phone: 800-323-8484

Please make a copy to keep for your records and return this and following form to PFH.

Paws for Healing, Inc. Visitation Facilities

Please fill out this form and return it in the pre-addressed envelope.

Name of Facility Hidden Valley Elementary School

Type of Facility Elementary School

Address 3435 Bonita Vista Ln

City and Zip Code Santa Rosa, CA 95404

Facility's Switchboard Telephone Number 707-890-3925

Facility's E-Mail kcolgrove@srcs.k12.ca.us

Facility's Fax Number n/a

Name of Staff Contact Person Beth Lewis

Title teacher (TK)

Telephone 707-890-3925 E-Mail blewis@srcsk12.ca.us

Name of Infection Control Staff Member Josh Hall

Title Custodian (head)

Telephone 707-890-3925 E-Mail jphall@srcs.k12.ca.us

Name of Facility Administrator Brad Coscarelli

Title Principal

Telephone 707-890-3925 E-Mail bcoscarelli@srcs.k12.ca.us

Visitation Preferences: # of Paws Teams 1

Days 1/week Hours 2

Please attach a brochure if available.

Memo of Understanding

TO: Hidden Valley Elementary School DATE: 8/20/2024
(Name of Facility)

FROM: Paws for Healing, Inc.

RE: Paws for Healing, Inc., CAT Volunteer Services

Paws for Healing, Inc. (PFH), a non-profit training and resource agency for Canine-Assisted Therapy teams, agrees that all volunteer CAT teams provided by PFH have attended a 12-hour training class, have been evaluated for behavior, temperament and handling skills and have been certified by PFH as safe to work in a health care or educational environment.

PFH agrees that all canines have been certified by each dog's veterinarian as healthy, current on all required vaccinations, and free of parasites.

PFH agrees that its representatives will strive to provide for the needs of the facility and the patient population/clients/students to the best of its ability and that the individual human volunteer will volunteer within the facility guidelines and with the facility representatives to maintain the highest possible level of performance and benefit to the patients/clients of the facility.

Donna Forst

Donna Forst

Paws for Healing, Inc., Representative (Print and Sign Name)

Memo of Understanding

TO: Paws for Healing, Inc. DATE: 9/3/24

FROM: Beth Lewis (Facility Representative - Please Print Name)

RE: Paws for Healing, Inc., CAT Volunteer Services

Hidden Valley elementary school (Facility) understands that it should call the PFH office should staff members have any concerns or questions about either the human volunteer or the team canine.

We understand that the canine-assisted volunteer teams should be supervised or accompanied by a member of the staff, and that PFH volunteer teams cannot provide physical care or assistance to patients/clients/students.

We understand that the PFH CAT team handler may decline visiting any area that may be unsafe or inappropriate for the canine-assisted therapy team.

The facility may also request a free educational overview and demonstration of how canine assisted therapy can be incorporated into care so that patients/clients/students enjoy as many benefits as possible.

Beth Lewis

Facility Representative
(Please Sign Name)

HVES

Site

SONOMA

County