SANTA ROSA CITY SCHOOLS
Excellence is our Common Ground

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 SportsNet Inc., hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0000-0-1591-4200-4312-249-5115

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

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

Contract is: ☐ New X Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: Approximately 4000 students

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

Departmental Approval:** _____ Date: 5/5/2021
** Signature - DISTRICT MANAGEMENT SIGNATURE

Contract Created by: Elizabeth Evans, T&L **Phone #:** 707-890-3800 x 80318
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1, 2021 **Proposed Contract End Date:** June 30, 2022

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Verified by: _____ Date: _____
Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District is responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. District agrees to accept responsibility for any and all activities or actions that occur under your account or password. You must notify us immediately upon becoming aware of any breach of security or unauthorized use of your account.

(b) CONTRACTOR's Responsibilities and Duties:

CONTRACTOR will provide secure web applications for the DISTRICT assisting with the management of athlete clearance and eligibility and athletic coach clearance (see attached Terms and Conditions and Privacy Policy).

CONTRACTOR will also provide individual training sessions and ongoing support for administrative users at all DISTRICT sites via phone, screen conference software, and email. General technical support will be provided via phone and email for parents and coaches requiring assistance while using the service.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on __July 1, 2021_, and will continue through _June 1_, 2022, 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 _Eleven Thousand, Five Hundred Dollars ($11,500.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment due on receipt of invoice from vendor.

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?):

SportsNet Inc will provide athlete and coach eligibility management via an online platform for the five SRCS middle schools and five comprehensive high schools.

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

X Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.

X Increases student and family wellness and engagement through the full-service community school model.

X Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.

☐ Provides safe and inviting facilities with current technology.

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.

N/A 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.

N/A. (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.

N/A 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.

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:	**CONTRACTOR:**
Santa Rosa City Schools	Name: SportsNet Inc.
211 Ridgway Ave	Street: 814 Sovereign Way
Santa Rosa, CA 95401	City/State/Zip: Redwood City, CA 94065
707-890-3800	Phone: 650-453-3950
mmartin@srcs.k12.ca.us	Email: bzucker@sportsnetinc.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 _____, 201___.

DISTRICT

Signature: _____

Rick Edson

Deputy Superintendent

mmartin@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: Bradley B. Zucker

Print Name: BRAD ZUCKER

Title: PRESIDENT

Email: bzucker@sportsnetinc.com

Phone: 650 - 453 - 3950

SPORTSNET inc.
Digital Sports Management

Quote

Company Address	814 Sovereign Way Redwood City, CA 94065	**Created Date** **Expiration Date** **Quote Number**	04/30/2021 10/01/2021 SRCS-2022
Prepared By **Phone** **Email**	Brad Zucker (800) 217-4983 bzucker@sportsnetinc.com	**Contact Name** **Email**	Elizabeth Evans evans@srcs.k12.ca.us
Bill To	Santa Rosa City Schools Attn: Elizabeth Evans 211 Ridgway Avenue Santa Rosa, CA 945401		

Item No.	Item Name	Description	Price	Quantity	Total Price
1	Athlete Management System	12 month subscription	$1,000	10	$10,000
2	Coach Management System	12 month subscription	$1,000	10	$10,000
3	Title I Discount	2 middle schools, 3 high schools	($450)	5	($2,250)
4	Small Program Discount	5 Middle Schools	($1,250)	5	($6,250)
5				**Subtotal:**	$11,500

Total: $11,500

NOTES:

- The subscription term for the quoted amount above is for the 2021-2022 school year (July 1, 2021– June 30, 2022).
- The paid subscription period will begin on July 1, 2021.
- Please see the attached Terms and Conditions, Privacy Policy, and Student Data Privacy Information Sheet.
- We will send an invoice upon request or upon receipt of a purchase order referencing this quote.

Quote Acceptance Information

Signature _____
Name _____
Title _____
Date _____

TERMS AND CONDITIONS

Last updated: December 5, 2019

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using any of the SportsNet Inc. Digital Sports Management applications (together, or individually, the "Service") operated by SportsNet Inc. ("us", "we", or "our").

Your access to and use of the Service is conditioned upon your acceptance of and compliance with these Terms. These Terms apply to all users who wish to access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you do not have permission to access the Service.

Accounts

We provide multiple services under contract with high schools and high school districts. User accounts fall into one of two categories:

1. Administrative accounts
2. Parent/guardian accounts

Administrative accounts are created and managed by school and/or district staff members. No one other than authorized school officials are allowed to create or access administrative accounts.

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

- You above the age of 18.
- You are a legal parent/guardian of a student at the applicable school.
- You will use the site only to provide information regarding your own child.
- The information you provide us is accurate, complete, and current at all times.

You are responsible for maintaining the confidentiality of your account and password, including but not limited to the restriction of access to your computer and/or account. You agree to accept responsibility for any and all activities or actions that occur under your account and/or password. You must notify us

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immediately upon becoming aware of any breach of security or unauthorized use of your account.

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

Our Service

We provide secure web applications assisting schools and districts with the management of:

- Athlete clearance and eligibility
- Coach pre-screening and clearance

Our Service is restricted to the legitimate educational purpose of assisting with these institutional functions.

Student Data

"Student Data" is any information that is directly related to any identifiable current or former student that is maintained by a school or school district. This may include "educational records" as defined by the Family Educational Rights and Privacy Act ("FERPA"). Our Service allows parents and legal guardians to provide information relevant to the determination of athletic clearance and eligibility. Schools are permitted to enter Student Data into our servers for the sole purpose of determining athletic clearance and eligibility and to assist with the distribution of this information to authorized school staff members.

For information on our privacy and security practices, please read our Privacy Policy.

Our Use of Student Data

We will only collect and use Student Data necessary to fulfill our duties as outlined in these Terms. We do not share Student Data with any person or entity other than the school or school district with whom we have a legal contract. We do not data-mine or commercialize any Student Data, and all Student Data is removed from our servers upon termination of the applicable contract. We do not view or otherwise access Student Data without the consent of the applicable school or district, and access is restricted to only that which is necessary to provide technical support.

Intellectual Property

© 2010-2020 SportsNet Inc. All Rights Reserved.

The Service and its original content, features and functionality are and will remain the exclusive property of SportsNet Inc. and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Our trademarks and trade dress may not be used in connection with any product or service without the prior written consent of SportsNet Inc.

Termination

We may terminate or suspend your account and bar access to the Service immediately, without prior notice or liability, under our sole discretion, for any reason whatsoever and without limitation, including but not limited to a breach of the Terms.

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

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

Indemnification

You agree to defend, indemnify and hold harmless SportsNet Inc. and its licensee and licensors, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney's fees), resulting from or arising out of a) your use and access of the Service, by you or any person using your account and password; b) a breach of these Terms, or c) user-supplied information posted on the Service.

Limitation of Liability

In no event shall SportsNet Inc., nor its directors, employees, partners, agents, suppliers, or affiliates, be liable for any indirect, incidental, special, consequential or punitive damages, including without limitation, loss of profits, data, use, goodwill, or other intangible losses, resulting from (i) your access to or use of or inability to access or use the Service; (ii) any conduct or content of any third party on the Service; (iii) any content obtained from the Service; and (iv) unauthorized access, use or alteration of your transmissions or content, whether based on warranty, contract, tort (including negligence) or any other legal theory, whether or not we

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have been informed of the possibility of such damage, and even if a remedy set forth herein is found to have failed of its essential purpose.

Disclaimer

Your use of the Service is at your sole risk. The Service is provided on an "AS IS" and "AS AVAILABLE" basis. The Service is provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, non-infringement or course of performance.

SportsNet Inc., its subsidiaries, affiliates, and its licensors do not warrant that a) the Service will function uninterrupted, secure or available at any particular time or location; b) any errors or defects will be corrected; c) the Service is free of viruses or other harmful components; or d) the results of using the Service will meet your requirements.

Exclusions

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

Governing Law

These Terms shall be governed and construed in accordance with the laws of California, United States, without regard to its conflict of law provisions.

Our failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. If any provision of these Terms is held to be invalid or unenforceable by a court, the remaining provisions of these Terms will remain in effect. These Terms constitute the entire agreement between us regarding our Service, and supersede and replace any prior agreements we might have had between us regarding the Service.

Changes to These Terms and Conditions

We will not change these Terms in any way without advance notice to and consent from the schools and school districts with whom we have legal contracts.

By continuing to access or use our Service after any revisions become effective, you agree to be bound by the revised terms. If you do not agree to the new terms, you are no longer authorized to use the Service.

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Contact Us

If you have any questions about these Terms, please contact us.

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PRIVACY POLICY

Last updated: December 5, 2019

SportsNet Inc. ("us", "we", or "our") operates the SportsNet Inc. Digital Sports Management applications (the "Service").

This page informs you of our policies regarding the collection, use and disclosure of Personal Information when you use our Service.

We use your Personal Information for providing the Service. By using the Service, you agree to the collection and use of information in accordance with this policy. Unless otherwise defined in this Privacy Policy, terms used in this Privacy Policy have the same meanings as in our Terms and Conditions.

We will not use or share your information with anyone except as described in this Privacy Policy.

Information Collection and Use

We collect the following types of information:

User Information: We collect information provided in the course of user account creation, including but not limited to first and last name and an email address. This information is used to track who entered or last updated specific information within the Service. This information is provided only to the school or school district for whom the Service is provided. The email address for a parent or legal guardian account will be used to notify the account owner when he or she has completed the online athletic clearance forms. The email address will not be shared with any third party other than the school or school district and will not be used by us for any marketing purposes.

Student Data: Schools, districts, parents, and legal guardians may provide us with personally identifiable information about students ("Student Data") in the course of using the Service.

We will only collect and use Student Data necessary to fulfill our duties as outlined in our Terms and Conditions. We do not share Student Data with any person or entity other than the school or school district with whom we have a legal contract. We do not data-mine or commercialize any Student Data, and all Student Data is removed from our servers upon termination of the applicable contract. We do not view or otherwise access Student Data without the consent of the applicable school

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or district, and access is restricted to only that which is necessary to provide technical support.

Ownership and Control of Pupil Records: All pupil records stored on our servers are the property of the school or district with which we have a legal contract. Schools and districts retain control over all pupil records as well as which users are able to view, add, delete, and modify records.

Procedures for Reviewing Student Data and Correcting Erroneous Information: The parent or legal guardian can log in to his or her user account at any time to review personally identifiable information for his or her student. School officials retain control over which parent/guardian user account can access the student record as well as whether the record can be modified. If a school official has locked the record from being modified, a message is displayed for the user to contact the school to enable access.

Employee Data: Schools and districts may use the Service to manage information related to the pre-screening and clearance of athletic coaches. This information is used only to provide the Service on behalf of the school or school district.

We do not data-mine or commercialize any user, student, or employee information.

Compliance With Laws

We will disclose any information we have collected where required to do so by law or subpoena or if we believe that such action is necessary to comply with the law and the reasonable requests of law enforcement or to protect the security or integrity of our Service.

Security

We maintain strict administrative and technical procedures to protect information stored on our servers, which are located in the United States. We use industry-standard Secure Socket Layer (SSL) encryption technology to safeguard all data transferred over the Internet while using the Service. Other security standards include but are not limited to data encryption and firewalls.

Security of Student Records: We offer a variety of account types and settings to allow schools and districts to control access to Student Data. Parents and legal guardians can only access information pertaining to their own students, and school officials have different levels of access based on administrative responsibilities.

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Student Data is stored in a database that can only be accessed via user login at the web-based, secure portal for the school with which we have a legal contract. No one other than the authorized parent or legal guardian or designated school staff can access the Student Data. We provide live, one-on-one web-based trainings and ongoing support for school officials who are responsible for controlling access to Student Data.

In the event that a parent or legal guardian contacts us requesting information related to a particular student, we would ask the individual to contact the school for assistance (see "OUR USE OF STUDENT DATA" in our Terms and Conditions).

Procedures in the Event of Unauthorized Disclosure: In the event of an unauthorized disclosure of student records, we would do the following within 24 hours:

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

Changes to This Privacy Policy

This Privacy Policy is effective as of December 5, 2019 and will remain in effect except with respect to any changes in its provisions in the future, which will be in effect immediately after being posted on this page.

We reserve the right to update or change our Privacy Policy and you should check this Privacy Policy periodically. However, we will not change this Privacy Policy in any way without advance notice to and consent from the school or school district for whom we are providing the Service.

Your continued use of the Service after we post any modifications to the Privacy Policy on this page will constitute your acknowledgment of the modifications and your consent to abide and be bound by the modified Privacy Policy.

Contact Us

If you have any questions about this Privacy Policy, please contact us.

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STUDENT DATA PRIVACY INFORMATION SHEET

Last Updated: December 5, 2019

The information below is intended to supplement our **Terms and Conditions** and **Privacy Policy** to further describe our approach to student data privacy. Please contact us if clarification or additional information is needed.

Nature of Services Provided

We provide a secure web application assisting schools with the management of student-athlete clearance and eligibility. The web application is made available to schools as a service for an annual subscription fee. Access to the service is granted through a secure and password-protected website and includes:

- A registration portal for parents of student-athletes
- An administrative portal for school officials

The registration portal is a unique web address made available to parents and legal guardians at a specific school where information required by the school prior to participation in athletics is entered.

The administrative portal is a unique web address made available to school officials (athletic directors, support staff, etc.) at a specific school where submissions made through the registration (parent) portal are reviewed and clearance and eligibility determinations are made.

The administrative portal also enables users with administrative privileges to grant access to athletic coaches and/or other school staff to view clearance and eligibility information. Administrative users control the visibility of student data other users to ensure appropriate levels of access.

For additional information, please see our attached Terms and Conditions and Privacy Policy.

Student Data to Be Provided

<u>Student Data Provided by School Officials</u>

School officials will upload (via a secure web form, API, or SFTP) and/or manually enter the following basic student information before the registration of student-athletes can begin:

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- Student ID
- First Name
- Last Name

This information is required because parents will need to provide matching information (Student ID and an exact match of the spelling of the student's first and last name) before registration of a student-athlete can begin. Once this information has been uploaded, school officials can manually manage the clearance and eligibility status of student-athletes and can review registration submissions by parent and legal guardians.

Schools will have the option to upload (via a secure web form, API, or SFTP) and/or manually enter the following academic eligibility-related data to enable an automatic calculation of academic eligibility:

- Student ID
- GPA
- Credits Completed
- Credits Attempted

None of the academic data (GPA, Credits Completed, and Credits Attempted) is required for eligibility status to be determined and would be entered solely at the discretion of school officials with administrative user privileges. Administrative users also have the ability to block non-administrative users from having access to view academic performance details (if they decide to enter this information).

Student Data Provided by Parents and Legal Guardians

Parents and legal guardians using the registration portal will be asked to provide information required by the school prior to participation in athletics. The breadth of information requested will vary depending on school requirements but will include, at a minimum, the following basic student information:

- Student ID
- First Name
- Last Name
- Date of birth
- Gender

Other information requested by schools typically includes enrollment history, sport selections, emergency contacts, health information (relevant to safe athletic participation), and acknowledgments of and agreement to school-specific policies and informational documents.

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Data Security

We use industry-standard encryption technology to safeguard all data transferred over the Internet while using our service, as well as while data is at rest on our servers. Below is a brief overview of some of our more important security measures.

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

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R•SS
Recreation Equipment
Building Community since 1973

Opportunity Name	Steele Lane ES play area
Quote Name	Steele Lane Elementary School Option 2
Quote Number	00032045
Quote Date	4/26/2021
Quote Exp Date	7/26/2021
Est Lead Time	4-6 weeks

Bill To Name	Santa Rosa City Schools	Ship To Name	Steele Lane Elementary
Bill To	211 Ridgeway Avenue Santa Rosa, California 95401-4386 United States	Ship To	301 Steele Lane Santa Rosa, California 95403-3148 United States

Quantity	Product	Product Description	Sales Price	Total Price
1.00	Demolition	Demolition, haul off and disposal of existing play structure at Steel Lane Elementary.	$7,734.00	$7,734.00
1.00	PlayBooster, 5-12	Landscape Structures PlayBooster for ages 5-12. Design #1144186-02-01 includes Venti playsystem design, Pod Climber 10", Pod Climber 16" (2), Curva Spinner, Wobble Pod (2), Oodle Swing and Welcome Sign.	$50,360.00	$50,360.00
1.00	Installation	Installation of Landscape Structures PlayBooster design #1144186-02-01 by a manufacturer certified installer. Existing engineered wood fiber to be moved aside during installation and re-spread after new equipment is fully installed. *Project DIR # needed for State Prevailing Wage projects. **Installation price quoted for favorable working conditions. If rock, poor soil conditions, a high water table and/or other unforeseen site conditions exist requiring additional materials and labor, additional charges may be incurred. *Installation quoted includes standard manufacturer provided footing details; if different footing details are provided by the owner/specifier, a change order will be required. *Installation quoted includes installing footings through native soil or 95% compacted base rock. If installing through concrete, asphalt or through less compacted or permeable base or drain rock, or in other conditions, please provide additional details and a change order may be required.	$17,626.00	$17,626.00

Total Quote Amounts

County/ City Tax	Sonoma County/ Santa Rosa	Materials Amount	$50,360.00
Tax Rate	9.2500%	Tax Amount	$4,658.30
Credit Terms	Net 30 On Materials Shipment	Labor Amount	$25,360.00
		Freight Amount	$6,035.00
		Total	$86,413.30

Notes to Customer

Thank you for the opportunity to quote your upcoming project. PLEASE NOTE: quote does not include payment and performance bonds, engineering calculations, security, storage, permits, inspection, or safety surfacing unless otherwise noted.

Deposits may be required before order can be placed depending on customer credit terms. Your purchase is subject to the terms and conditions of this quote, approval of this quote agrees to those terms.

If ordering materials after the expiration date, please add 3-6% annually to materials for anticipated price increase. If this is for a BID, it is the responsibility of the General Contractor bidding to adjust their bid to accommodate anticipated pricing. Please also note that sales tax will be based on the current rate at the time of shipping, not order date. Customer will be

OK

Prepared By Nick Philbin
Email nickp@rossrec.com

Recreation Equipment

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expected to cover these taxes.

Ross Recreation will provide labor using a subcontractor for all installation and labor quoted. Neither Ross Recreation nor our subcontractors are signatory to any unions, however compliance with prevailing wage rate requirements will occur. If union enrollment is required by our subcontractor for completion of this project, Ross Recreation will require a change order to cover the costs of a per project enrollment and additional wage/benefit requirements.

Signature _____

Name _____

Title _____

Date _____

Prepared By Nick Philbin

Email nickp@rossrec.com

SANTA ROSA CITY SCHOOLS
Excellence is our Common Ground

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 Restorative Resources 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: LCAP 01-0500-0-1140-1000-5800-249-H207

Funding Category: ☐ Base ☒ Supplemental ☐ Concentration

☐ Restricted: _____ ☐ Other _____

For Billing (*if applicable*): ☐ Bill to: _____ Billing Frequency: _____

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: _____

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

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

Contract Created by: Kaesa Enemark , SAFE **Phone #:** 890-3800 x80412
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 5-13-21 **Proposed Contract End Date:** 6-30-22

Requisition #: _____

BUSINESS SERVICES USE ONLY

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

Funding Source/Funding Category verified: ☐ YES ☐ NO | ***Board Approval Date:*** _____

Verified by: _____ Date: _____
Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Offer employees the solution of Restorative Practices responsive work for incidents of conflict or harm among employees. Provide space for meetings. Advise and notify interested employees of times and locations of pre circle meetings and formal conferences.

(b) CONTRACTOR's Responsibilities and Duties:

1. Provide responsive Restorative Practices support for incidents of harm or conflict when requested.
2. Mentoring for new restorative specialist(s)
   - In depth training of Restorative Process, Circle Keeping & Formal Conferencing

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on MAY 13, 2021 and will continue through JUNE 30, 2022, 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 dollars ($15,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

$150 per hour for 100 hours= $15,000

Approximately 7 cases, about 14 hours per case.
The severity and complexity of the case plus the willingness of participants determines the length of time required to hold a restorative circle or conversation.
2 hours for administrative work.

Contractor shall bill monthly and provide a list of services provided with each invoice.

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

The vendor will follow the steps in restorative practices and in a post circumstance review will be evaluated on their resolution of the situation by a positive evaluation from both parties.
Evaluation of service by parties involved in circle of support or training
Goal: 100% conflict resolved by participant survey

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

- [ ] Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.
- [x] Increases student and family wellness and engagement through the full-service community school model.
- [ ] Serves all students with a fair, just, and equitable distribution of resources: Personnel, financial, and instructional.
- [ ] Provides safe and inviting facilities with current technology.

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.

(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.

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:	**CONTRACTOR:**
Santa Rosa City Schools	Name: Restorative Resources
211 Ridgway Ave	Street: 2421 Lomitas Ave.
Santa Rosa, CA 95401	City/State/Zip: Santa Rosa, CA 95404
707-528-5381	Phone: 707-542-4244
mmartin@srcs.k12.ca.us	Email: veronica@restorativeresources.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 5th DAY OF May ,2021

DISTRICT	**AUTHORIZED SIGNER OR CONTRACTOR**
Signature:	Signature:
Diann Kitamura	Print Name: Veronica R Cruz
Superintendent	Title: Administrative Director of Restorative Resources
mmartin@srcs.k12.ca.us	Email: veronica@restorativeresources.org
707-890-3800 x 80201	Phone: 707-542-4244/707-480-8376 cell

ADDENDUM TO CONTRACT

Between

Support Our Students

And

Santa Rosa City Schools

****

This addendum to the original contract with Support Our Students approved on July 22, 2020, to provide individual, family or group therapy sessions to Santa Rosa City Schools. *If services are not part of the original contract include the new services here.*

The contract, under Item 2. Term, is amended to read *CONTRACTOR shall commence providing services under this CONTRACT on August 1, 2020 and will continue through June 30, 2021.*

The contract, under Item 3. Compensation, is amended to read *DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed TWENTY NINE THOUSAND DOLLARS, ($29,000)*

This is an increase of five thousand dollars ($5,000) due to high utilization of services during COVID 19.

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

Support Our Students

By: Rebecca Ennis _____

Name:_Becky Ennis_____

Date: __May 5, 2021_____

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Rick Edson
Deputy Superintendent

Date: _____