

Alder GSE Education Services Agreement Root Partner, Standalone Cohort

This Education Services Agreement (the “Agreement”) is made and entered into effective as of March 18, 2025 (the “Effective Date”), and shall expire at the end of the Term (defined herein), by and between Alder Graduate School of Education, a California nonprofit public benefit corporation, hereinafter called “Alder GSE,” and Desert Sands Unified School District, hereinafter called “Partner” or “Root Partner.” Alder GSE and Partner together are the parties (the “Parties”) to the Agreement.

Recitals

WHEREAS, Partner is a local education agency (LEA) organized as a public school district known as Desert Sands USD;

WHEREAS, subject to the terms and conditions of this Agreement, Partner desires to recruit and enroll teaching candidates (the “Residents”) to participate in Alder GSE’s teacher residency program that will provide multiple subject, single subject, and/or educational specialist teaching credentials from Alder GSE; support in completing requirements for bilingual authorization; and either a Master of Arts in Education with a concentration in Teaching or a Master of Arts in Education with a concentration in Special Education from Alder GSE; as well as a year-long apprenticeship with a mentor teacher hereinafter referred to as the “Teacher Residency at Alder GSE.”

In consideration of the promises and mutual covenants and agreements set forth below, the Parties hereto agree as follows:

Agreement

1) Program Coordination and Administrative Communication.

- a) The program consists of 34 units of coursework for a Master of Arts in Education with a concentration in Teaching or 37 units of coursework for a Master of Arts in Education with a concentration in Special Education, and includes takeover days as set forth in Exhibit B (the “Program”). The Program is focused on preparation for a California teaching credential and Master’s degree, combined in a single program of study. Residents who successfully complete the sequence of courses and pass the assessments within the program, as well as the requisite state of California assessments required of all credential and Master’s degree candidates, will be awarded a Master of Arts in Education with a concentration in Teaching or Special Education, as the case may be, from Alder GSE, and be recommended to the California Commission on Teacher Credentialing (CCTC) for the corresponding preliminary teaching credential by Alder GSE.
- b) Alder GSE shall be responsible for the coordination, administration, and the delivery of credit bearing instruction with respect to the Program, as more specifically set forth in this Agreement.
- c) Alder GSE designates [Shayna Sullivan, Dean] as the Alder GSE Liaison who will serve as Partner’s primary point of contact. The Alder GSE Liaison shall act as liaison to Partner with respect to matters pertaining to this Agreement. Alder GSE shall not designate a different individual as the Alder GSE Liaison without at least two weeks’ notice to Partner from Alder GSE.
- d) Partner agrees that prior to hosting enrolled Residents at its school sites for 2026-2027, Partner will spend time setting up the program and recruiting candidates in collaboration with Alder GSE. Prior to and during this preparation period (the “Planning Year”), Alder GSE will not make financial contributions to the program unless

otherwise specified in Exhibit A.

- e) Prior to interviewing potential Residents during the Planning Year, Partner shall designate an individual who will act as the Partner Project Facilitator of the Teacher Residency at Alder GSE Program (the “Partner Project Facilitator”) with the approval of Alder GSE. Alder GSE will make a financial contribution to the Partner to support the Partner Project Facilitator role as described in Exhibit A. The Partner Facilitator shall act as a formal and integral player with respect to matters pertaining to this Agreement. [The Partner Facilitator will support the Combined Cohort and be recognized by the Partners in this role.] The requirements of the Partner Facilitator role are set forth in Exhibit F. Partner commits to employing a Partner Facilitator who meets the criteria and requirements for the role, including being a full-time employee who is 100% dedicated to the role and works at least 10 work days in any given month and at least 206 work days in the full year. Partner shall involve Alder GSE to actively participate in the recruitment, selection, development, and evaluation of new and replacement Partner Facilitator. Partner shall not designate a new individual as the Partner Facilitator without the prior approval of Alder GSE (which approval shall not be unreasonably withheld), and Partner agrees to notify Alder GSE prior to any such change. Additional Partner expectations related to the Partner Facilitator role are included in Exhibit D.
- f) Residents who have been admitted to the Teacher Residency at Alder GSE in accordance with this Agreement will be concurrently enrolled in credential courses and Master’s courses at Alder GSE. The field/classroom placements for the California teaching credential shall take place on the Partner’s campuses. The specific placement assignments for each Resident shall be mutually agreed upon by the Parties in accordance with all requirements of the CCTC program standards and other applicable LEA policies. Partner shall be responsible for the administration and delivery of the weekly seminar to Residents in coordination with Alder GSE.
- g) Partner agrees to participate in surveys to provide feedback to Alder GSE.

2) The Program.

- a) Alder GSE shall be responsible for the design and teaching of all courses. The coursework (course titles, number of units per course, and course sequence) is set forth in Exhibit B attached hereto.
- b) Partner shall provide one mentor (the “Mentor Teacher”) for each Resident who will be responsible for the mentoring of that Resident during the field/classroom placements on the Partner campuses. These mentoring relationships will last for one full academic year. The Partner shall be responsible for the cost of Mentor Teachers in accordance with Exhibit A. The Mentor Teachers shall be responsible for all duties set forth in the Mentor Teacher job description attached hereto as Exhibit C. Alder GSE shall be responsible for the training of the Mentor Teachers. All Mentor Teachers will meet the requirements for cooperating mentor teachers set forth by federal, state, and local agencies. In California they must hold the Clear Credential that the resident is seeking, be recognized as excellent teachers by their program, and have not less than three years of teaching experience. In the event a Mentor Teacher is unable to complete the full academic year, Partner shall be responsible for finding a replacement Mentor Teacher as soon as reasonably practical.
- c) Partner must ensure that all Residents have obtained a 30-Day Substitute Teaching Permit prior to the first day of their field/classroom assignment.
- d) In addition to its obligations in this Agreement, Partner agrees to meet all Partner criteria set forth in Exhibit D. Partner understands and acknowledges: (i) that Resident training and participation in the program is tied to Alder

GSE's formal education program, academic calendar and the Resident's receipt of academic credit in pursuit of an advanced degree; (ii) that there are attendance requirements expectations for Residents and Mentor Teachers; (iii) that Residents must be supervised by and coached by a Mentor Teacher at all times; (iv) that Partner must not use Residents for substitute teaching or to otherwise displace the work of paid personnel of the Partner; (v) that Residents should have no expectation of compensation for participation in the classroom or other teaching activities performed during the program; (vi) that the duration of the residency program is limited in relation to Alder GSE's formal education program; and (vii) that there is no guarantee of a paid job for the Resident with the Partner at the end of the program.

- e) Partner shall permit and encourage the Partner Facilitator to attend at least four days of faculty development per year. Travel and lodging expenses for this professional development will be shared with Alder GSE as set forth in Exhibit A. Exhibit G sets forth Alder GSE's faculty development policy for Partner Facilitator including a list of the faculty development options available.

3) Marketing and Admission.

- a) The Parties shall work jointly for the marketing and promotion of the Teacher Residency at Alder GSE, including development and distribution of promotional materials; provided, however, that notwithstanding anything in this Agreement to the contrary, Partner agrees that it will not publicly distribute promotional or descriptive materials about the Program (including application materials) until the Partner Facilitator and Alder GSE Liaison have reviewed and mutually approved such materials. Unless otherwise set forth in Exhibit A, each party shall be responsible for its own costs and expenses associated with the marketing and promotion of the Program.
- b) All marketing and other program materials will refer to Alder GSE clearly and display the Alder GSE logo in order to build Alder GSE's brand and awareness of the teacher residency as a pathway for preparing teachers. Partner will use the naming convention "Desert Sands USD Teacher Residency at Alder GSE" to refer to its program on all materials.
- c) Throughout the Term, Partner agrees to recruit and nominate potential Residents for the Teacher Residency at Alder GSE. Alder GSE will provide support for recruitment efforts via regular check ins, tools, collateral, and collaboration opportunities with Alder GSE and other partner recruiters. Partner and Alder GSE shall mutually agree upon interview processes and follow application deadlines that align with the goals of the Teacher Residency at Alder GSE. Potential Residents may apply for admission to the Teacher Residency at Alder GSE by submitting an initial online application on Alder GSE's system. Applications must be complete and be received by the applicable admission deadline. Alder GSE will grant Partner access to applications requesting placement at Partner schools.
- d) Partner shall be responsible for the nomination of candidates to the Program using the criteria attached hereto as Exhibit E. Alder GSE will keep Partner informed of any changes in criteria and nomination systems. Partner shall be responsible for all other aspects related to the nomination of candidates, including, but not limited to (i) the hiring, training and costs associated with application readers, (ii) managing applications, (iii) ongoing communications with candidates, (iv) coordinating interviews, and (v) conducting reference checks.
- e) Partner shall review all relevant applications, implement a nomination process, and provide Alder GSE with a list of nominated candidates submitted by the applicable deadline. Alder GSE shall grant admission based on the criteria set forth in Exhibit E. Alder GSE will communicate admission decisions to Partner, and then to Residents.

- f) Partner may recruit candidates who are considering applying to one or more other Alder GSE Partner programs, provided that once a candidate has formally applied to a specific Alder GSE Partner program, Partner will cease to recruit that Resident.
- g) The Parties agree that, unless otherwise mutually agreed in writing with respect to any given Program cohort, at least 12 Residents must be enrolled into the Program during the first Program Year (2026-2027) and at least 23 Residents must be enrolled every subsequent year (implying a minimum target of 20 Residents who complete the program after allowing for expected attrition). Potential Residents will be notified of this contingency as part of the application process. No later than October 1st of each year, Partner agrees to confirm in writing on Exhibit A-1 the minimum number of residents that will be enrolled in the following program year. In order for the Program to go forward for that program year, the agreed minimum number of Residents must be enrolled. Should Partner desire to enroll more than 23 in any year, Partner(s) will request approval from Alder GSE.

4) Classroom Facilities and Course Scheduling.

- a) Each Party will be responsible for the costs associated with (i) the facilities/classrooms required for the delivery of Program instruction (the “Program Facilities”); (ii) all classroom furniture, audiovisual equipment, flip chart pads, and other classroom equipment as applicable for the delivery of Program instruction (the “Program Equipment”); and (iii) all custodial services with respect to the Program Facilities, each as applicable for each party and as set forth in Exhibit A. Partner will provide a room large enough to accommodate the full cohort of Residents during the weekly seminar facilitated by the Partner Facilitator and the full cohort of Mentor Teachers during mentor trainings.
- b) The Partner Program Facilitator and the Alder GSE Liaison will jointly prepare a complete schedule of courses, takeover days, and other activities in the Program (the “Schedule”) and will make it available to Residents. There will be no changes to the Schedule unless such changes have been approved, in writing, both by Alder GSE and Partner.
- c) Residents will register for courses in the Program directly through Alder GSE’s online registration system. Registration for all courses will occur before the beginning of each term.
- d) Residents will be required to complete and pass all courses in the Program. If a Resident misses a course or fails to pass a course, then it is the responsibility of the Resident to make up the course at its next offering, provided the Resident has obtained the prior approval of the Partner Project Facilitator to do so. Residents will complete all assessment processes required by Alder GSE, e.g. the EdTPA and all others.
- e) At the conclusion of each Program cohort, all Residents will participate in Master’s oral examinations. Oral examinations will take place at locations as mutually agreed by the Parties, and will be scheduled and conducted, and the Resident’s performance during the examination will be evaluated, in accordance with Alder GSE’s practices.

5) Faculty; Program Support; and Resident Services.

- a) Alder GSE shall select Instructors for the Program, following the processes and requirements set forth by Alder GSE’s Faculty Hiring, Development, and Evaluation committee.
- b) Both Parties will communicate directly with, and disseminate information directly to Residents, Mentor Teachers

and Instructors as needed, and will include the other party in such communications.

- c) Alder GSE will provide initial and ongoing advisement to Residents including recommendation of successful program completers to the California Commission on Teacher Credentialing, in accordance with Alder GSE policies.
- d) Alder GSE will maintain transcripts and permanent records for the Residents in accordance with its existing policies for maintenance of student records.
- e) Partner shall provide stipends to Mentor Teachers as described in Exhibit A.

6) Financial and Payment Terms.

- a) Residents will remit tuition payments for the Program directly to Alder GSE.
- b) Each Party shall be responsible for all other costs, fees and stipends in connection with the Program as set forth in Exhibit A.
- c) Each Party shall invoice the other Party for all amounts owed to such Party as calculated per Exhibit A periodically during the year. Each Party shall remit payment to the other Party within thirty (30) days after receipt of invoice.

7) Term and Termination.

- a) Term This Agreement shall commence on the Effective Date and shall continue until June 30, 2027. Each subsequent year, this Agreement will renew automatically for one year unless either party provides the other party with written notice via email by January 1 of their intention not to renew on June 30 of that same year. During the period following the notice of nonrenewal, enrolled Residents will participate in the Program, but no new Residents will be recruited. The initial term and any successive renewal terms are collectively referred to as the "Term."
- b) Termination for Cause. Each Party shall have the right to terminate this Agreement in the event of the other party's material breach of this Agreement; provided, however, that such termination will not become effective unless and until (i) the Party not in default has given the other Party written notice of breach, which notice shall state in reasonable detail the nature of said breach, and (ii) the Party allegedly in default shall have failed to remedy said default to the reasonable satisfaction of the Party not in default within thirty (30) business days following the giving of the notice.
- c) Effect of Termination. Any early termination of this Agreement shall be without prejudice to any claims or damages or other rights of one party against the other party. In the event of early termination of this Agreement by either party:
 - i) Residents affected by early termination may continue in obtaining their Master's degree, but will no longer be considered part of a Program cohort. Alder GSE, in its discretion, may place affected Residents into a different teacher residency program. Partner will reasonably cooperate with Alder GSE with such transition.
 - ii) Partner shall immediately pay to Alder GSE all outstanding amounts due to Alder GSE based on the operation

of the Program up to and including the date of notification of termination of this Agreement.

iii) Alder GSE shall immediately pay to Partner all outstanding amounts due to Partner based on the operation of the program up to and including the date of notification of termination of this Agreement.

8) Confidentiality and Student Data.

- a) At all times hereafter, each party (the “Receiving Party”) will keep in confidence and trust all confidential and proprietary information of the other party (the “Disclosing Party”) that the Receiving Party learns of or receives from the Disclosing Party during the Term of this Agreement, and will not use, reproduce, or disclose to others any confidential information of the Disclosing Party without the Disclosing Party’s advance written consent, except as may be directly necessary in the ordinary course of performance of its obligations under this Agreement, or as otherwise may be required by law. This Section shall not apply to any information which Receiving Party can establish (i) was known to Receiving Party before disclosure to Receiving Party under this Agreement as a result of being made generally available in the public domain, or (ii) becomes publicly known and made generally available in the public domain after disclosure to Receiving Party under this Agreement, or is received by Receiving Party from a source other than Disclosing Party, in both cases other than by a breach of an obligation of confidentiality. The Receiving Party’s failure to comply with the provisions of this Section 8(a) shall constitute a material breach of this Agreement.
- b) If requested in writing, Alder GSE shall provide Partner with access to Student Data (as defined below) and, if requested in writing, Partner shall provide Alder GSE with access to Student Data, and the following provisions shall apply:
- i) Definition of Student Data. All “education records” and the “personally identifiable information” contained in those records, as those terms are defined by the Family Educational Rights and Privacy Act and its implementing regulations, that relate to Alder GSE students and are provided by Alder GSE to Partner or that relate to Partner’s K-12 students and are provided by Partner to Alder GSE shall be deemed “Student Data” for purposes of this Agreement.
- ii) Use of Student Data. Both Partner and Alder GSE shall use the other Party’s Student Data only for the purpose of fulfilling their respective duties and providing services under this Agreement or otherwise performing pursuant to the terms of this Agreement. In particular, Partner and Alder GSE shall use the other Party’s Student Data for purposes of completing the objectives of the Program as defined herein. It is agreed that the purpose for the use of Student Data includes, but is not limited to, collecting data on Partner’s K-12 student outcomes and/or survey data for the purpose of measuring the impact of the Alder GSE program.
- iii) Access to Student Data. Student Data provided by Alder GSE to Partner shall be accessed only by authorized employees of Partner, and Student Data provided by Partner to Alder GSE shall be accessed only by authorized employees of Alder GSE.
- iv) Sharing of Student Data. Neither Partner nor Alder GSE shall share the other Party’s Student Data with any additional parties without prior written consent of the party that provided the Student Data, as applicable, except as may be required by law.
- v) Rights and License in and to Student Data. All rights, including any intellectual property rights, relating to the Student Data that is shared by Alder GSE with Partner, shall remain the exclusive property of Alder GSE. Partner has a limited, nonexclusive license to the Student Data provided by Alder GSE to Partner solely for the purpose of

performing its obligations as outlined in this Agreement. This Agreement does not give Partner any rights to Student Data provided by Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement. All rights, including any intellectual property rights, relating to the Student Data that is shared by Partner with Alder GSE, shall remain the exclusive property of Partner. Alder GSE has a limited, nonexclusive license to the Student Data provided by Partner to Alder GSE solely for the purpose of performing its obligations as outlined in this Agreement. This Agreement does not give Alder GSE any rights to Student Data provided by Partner to Alder GSE, implied or otherwise, including the right to sell or trade Student Data, except as expressly stated in this Agreement.

vi) Security of Student Data. Both Partner and Alder GSE shall store and process the other Party's Student Data in accordance with industry best practices. This includes reasonable and appropriate administrative, physical, and technical safeguards and security measures (including, but not limited to, encryption, where appropriate or required by law) designed to secure Student Data from destruction, loss, unauthorized access, alteration, disclosure, and use and which shall be (i) no less rigorous than those maintained by both Partner and Alder GSE as of the Effective Date, and (ii) no less rigorous than those maintained by both Partner and Alder GSE for its own information of a similar nature. In addition, Alder GSE will establish and follow security measures designed to prevent unauthorized access to Partner's data files. Both Partner and Alder GSE maintain appropriate security measures to protect personal information consistent with applicable federal and state laws. Both Partner and Alder GSE shall conduct periodic risk assessments and remediate any identified security vulnerabilities relating to the other party's Student Data in a timely manner.

vii) Student Data Breach. Both Partner and Alder GSE agree that each shall notify the other without undue delay (and in no more than 24 hours) if either Partner or Alder GSE becomes aware of a breach or reasonably suspected breach of security leading to the accidental or unlawful destruction, loss, or alteration of the other party's Student Data or the unauthorized disclosure of or access to the other party's Student Data. In such a case, Partner or Alder GSE, as appropriate, shall provide all information reasonably required by the other party, shall investigate, mitigate, and remediate the breach, and shall provide reasonable assistance to the other party in relation to any breach notifications required by applicable law.

viii) Return/Destruction of Student Data. When this Agreement is terminated or at the request of Alder GSE, Partner shall return to Alder GSE the Student Data that had been provided by Alder GSE to Partner or destroy that Student Data. When this Agreement is terminated or at the request of Partner, Alder GSE shall return to Partner the Student Data that had been provided by Partner to Alder GSE or destroy that Student Data.

ix) Security Audit. For as long as Partner and Alder GSE collects, receives, maintains or stores information in connection with this agreement, Partner and Alder GSE agree to permit, enable, and support a review by a third-party security expert selected and engaged by the other party, following any material information security incident, of existing controls having a direct or indirect impact on the privacy, security, availability, or integrity of program-related data or information. Such review may include, but not be limited to, the other party's security policies, procedures, practices relating to software and hardware inventory management, perimeter protection and malware defenses, network monitoring, security maintenance and patch management, endpoint protection, wireless device control, incident response and incident management, data recovery, secure configurations, control of administrative privileges, secure network engineering, security and privacy awareness, encryption, user authentication, data access controls, data classification and data loss prevention, log retention and analysis, data transfer methods, third party access management, user activity monitoring, vulnerability management, and penetration testing, DDoS protections and application security. Partner and Alder GSE agree to provide necessary access to relevant personnel, documentation, and other information as required to perform such review. Security

audits performed in accordance with this provision shall be subject to the following conditions:

- (1) Both Partner and Alder GSE and any auditor shall conduct no more than one audit in any calendar year except that they may conduct additional audits when:
 - (a) Either Party reasonably considers it necessary because of genuine concerns as to compliance with the cybersecurity provisions of this agreement.
 - (b) Either Party is required or requested to carry out an audit by applicable law.
 - (2) The cost of any audits conducted by Partner and/or its auditors shall be borne solely by Partner.
 - (3) The cost of any audits conducted by Alder GSE and/or its auditors shall be borne solely by Alder GSE.
 - (4) Parties shall give reasonable notice of any audit and shall make (and ensure that auditor makes) reasonable efforts to avoid causing (or, if party cannot avoid, to minimize) any damage, injury or disruption to party's premises, equipment, personnel, and business while its personnel are on those premises in the course of such an audit.
 - (5) Both Partner and Alder GSE need not give access to their premises for the purpose of such an audit:
 - (a) to any individual unless he or she produces reasonable evidence of identity and authority; or
 - (b) outside normal business hours at those premises, unless the audit needs to be conducted on an emergency basis and Partner or Alder GSE has given notice to the other party that this is the case before attendance outside those hours begins.
- x) Partner's failure to comply with the provisions of Section 8(b) shall constitute a material breach of this Agreement. Alder GSE's failure to comply with the provisions of Section 8(b) shall constitute a material breach of this Agreement.

9) Proprietary Rights.

- a) Ownership of Work Product. Alder GSE and Partner acknowledge and agree that Alder GSE shall own all course syllabi, course descriptions (including title, course scope and sequence), cumulative assessments from each course prepared by either party and all other work product or deliverables prepared for, arising from, related to, or incorporated in the Teacher Residency at Alder GSE, including without limitation, all corrections, modifications, and derivative works to such material (the "Alder GSE Work Product").
- b) License to Work Product. During the Term, Alder GSE hereby grants to Partner a limited, nonexclusive, non-assignable, nontransferable, royalty-free license to use the Alder GSE Work Product solely in the performance of its obligations under this Agreement. The foregoing license terminates when the Agreement expires or terminates.
- c) License to Data. Upon reasonable request by Alder GSE, Partner agrees to provide data and information related to the background, characteristics, and performance of any applicants, Residents, alumni, and employees associated with the Program as compared to their peers. Partner agrees that Alder GSE may use such data to measure the

impact and value of the program for Partner and Alder GSE. Alder GSE seeks to share impact and value information with Partner to facilitate the calculation of Partner's Return on Investment and continual improvement of the program. Outcomes that Alder GSE will track across partners include but are not limited to (i) demographics of applicants, Residents, alumni, and employees, (ii) retention of Alder GSE graduates, and (iii) effectiveness of Alder GSE graduates including analyses of anonymized Student Data. Alder GSE shall provide a template for such data requests in advance. Partner designates Dennis Zink, Senior Director of Certificated Personnel, to be the main contact for such data requests.

Partner represents and warrants that it has legal authority to provide such Data to Alder GSE and hereby grants Alder GSE a non-exclusive, sublicensable, perpetual, irrevocable, worldwide, royalty-free right to use, copy, modify, create derivative works and otherwise exploit the foregoing for its lawful business purposes.

10) Indemnification.

- a) Each Party (the "Indemnifying Party") shall, at its own cost, defend, hold harmless and indemnify the other party and its directors, officers, employees and agents (the "Indemnified Party") from and against any and all costs, liabilities, and expenses (including reasonable attorneys' fees) payable to third parties for claims arising in whole or in part out of the acts or omissions of the Indemnifying Party, its officers, employees or agents. To avoid any doubt, the term "third parties" includes any individual or entity other than Alder GSE and Partner, including but not limited to employees and students of Alder GSE and the Partner; and their respective parents/guardians, heirs, assigns or estates. The covered claims include, but are not limited to, those arising from breach of this Agreement, violation of applicable laws or regulations, breach of any duty, or other common law claims, in contract or tort. Provided, however, that (i) the Indemnified Party will promptly notify the Indemnifying Party of such claim, (ii) the Indemnifying Party will have the sole and exclusive authority to defend and/or settle any such claim (provided that the Indemnifying Party may not settle any claim without Indemnified Party's prior written consent, which will not be unreasonably withheld) and (iii) the Indemnified Party reasonably cooperates with Indemnifying Party in connection therewith.
- b) Notwithstanding Section 10(a) of this Agreement, Partner shall at its own cost, defend, hold harmless and indemnify Alder GSE and its affiliates, directors, officers, employees and agents from and against all loss, claim, damage, penalty, cost, expense and attorneys' fees related to or arising out of any allegation, lawsuit, charge, claim, or audit ("Claims") brought by or on behalf of any Resident, group of Residents or government agency against Alder GSE (whether as an individual defendant/respondent or co-defendant/respondent) arising out of or in any way related to Partner's classification or treatment of Residents as employees or non-employees for purposes of Partner's employee benefit plans and any and all federal, state and local laws, including but not limited to Claims brought under the Fair Labor Standards Act, Title VII of the Civil Rights Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the Fair Employment and Housing Act, the California Labor Code, the Family Medical Leave Act, the California Family Rights Act, and any and all other local, state and federal employment-related, wage-and-hour, and tax laws. Partner acknowledges and understands that there is no employment relationship between Alder GSE and Residents.

11) Insurance.

- a) Insurance Requirements. Prior to the commencement of services and throughout the term of the Agreement, each Party shall maintain the following insurance coverages at its sole cost and expense:
 - i) Commercial General Liability insurance which shall be written on an occurrence basis covering claims

against bodily injury (including death) and property damage with limits not less than those specified below. Said policy shall include broad form contractual liability coverage.

(1) \$1,000,000 per Occurrence for Bodily Injury, Personal and Advertising Injury and Property Damage

(2) \$2,000,000 General Aggregate

To the fullest extent permitted by law, Alder GSE and Partner, their directors, officers, employees, agents, and volunteers shall cover the other as Additional Insured by way of a separate General Liability endorsement form on a primary and noncontributory basis on the primary and excess and/or umbrella policies.

(3) Both parties shall provide evidence of General Liability and Professional Liability insurance during the Program.

- ii) Commercial Automobile Liability insurance covering all owned, non-owned, and hired automobiles with a combined single limit of not less than \$1,000,000 per accident.
- iii) Worker's Compensation insurance as required by the State of California, and Employer's Liability coverage with limits of not less than \$1,000,000 per accident or disease.
- iv) Educator's Legal Liability/Professional Liability with limits of not less than \$1,000,000 per occurrence or claim and \$2,000,000 in the aggregate. If Professional Liability/Educator's Legal Liability coverage is maintained on a claims-made basis, the following shall apply:
 - (1) The retroactive date must be shown, and must be before the date of the contract or the beginning of the contract services.
 - (2) Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract services.
 - (3) If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the contract, Partner must purchase an extended reporting period (tail coverage) for a minimum of three (3) years after completion of the contract services.
- b) Continuous Coverage. Should any of the insurance required of Alder GSE or Partner under this Agreement be provided under a claims-made form, Alder GSE and Partner shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or earlier termination of this Agreement, such that, should occurrences during the term of this Agreement give rise to claims made after the expiration or termination of this Agreement, such claims shall be covered by such claims-made policy (or an equivalent policy affording prior acts coverage).
- c) Insurance Carriers. All insurance required to be maintained by each Party shall be issued by insurance carriers authorized to do business in the State of California with an A.M. Best rating of not less than A- VII. An equivalent program of self insurance shall be acceptable for the insurance requirements in Section 11 above.
- d) Certificates and Endorsements. Prior to the commencement of services, each Party shall provide the other Party with Certificates of Insurance evidencing the insurance required under the Agreement. Acceptance of Certificates of Insurance by either Party shall not relieve the other Party of any of the insurance requirements, nor decrease the liability of either Party under the Agreement.
- e) Cancellation. Each party agrees that in the event of cancellation or non-renewal of any of the policies referenced in this Agreement, the party whose insurance is being canceled will email to the other party a copy of the insurer's cancellation or non-renewal notice at least twenty (20) days prior to such cancellation or non-renewal.

- f) The insurance required under the Agreement may be obtained by a combination of primary, excess, and/or umbrella insurance and coverage shall be as broad as the requirements listed in the Agreement.
- g) Partner's insurance shall be primary with respect to its performance under this Agreement and any insurance or self-insurance procured or maintained by Alder GSE shall not be required to contribute to it.
- h) The insurance requirements under the Agreement shall be the minimum coverage and limits specified in the Agreement. It is agreed that these insurance requirements shall not in any way act to reduce coverage that is broader or that includes higher limits than the minimums required herein. No representation is made that the minimum insurance requirements of the Agreement are sufficient to cover the obligations of Partner under this Agreement.
- i) A severability of interest provision must apply for all the Additional Insureds, ensuring that Partner's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policies' limit(s).

12) Limitation of Liability. EXCEPT FOR EACH PARTY'S INDEMNIFICATION OBLIGATIONS, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR (A) ANY SPECIAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL, OR SIMILAR DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS), EVEN IF SUCH PARTY HAS BEEN APPRISED OF THE POSSIBILITY THEREOF; OR (B) ANY DIRECT DAMAGES INCURRED BY ALDER GSE OR PARTNER IN EXCESS OF THE GREATER OF FIFTY THOUSAND (\$50,000) OR THE AMOUNTS PAID OR PAYABLE UNDER THIS AGREEMENT IN THE TWELVE MONTHS PRECEDING THE DATE OF THE CLAIM.

13) Miscellaneous.

- a) Governing Law; Dispute Resolution. This Agreement, and any dispute between the Parties arising out of or related to this Agreement, shall be governed by and construed in accordance with the laws of the State of California, excluding its conflict of laws rules. Any and all legal action that is initiated to enforce any provision of this Agreement or arising out of or related to this Agreement must be brought or filed in either the state or federal court located in California. The prevailing Party shall be entitled to recover the cost of enforcing the understanding and agreements as reflected herein, including, without limitation, any attorney's fees and costs incurred.
- b) Use of Names and Logos. Both Parties agree that they shall not use the other's name, or the name of any school or division thereof, or any logo or insignia of or otherwise identify the other or any of its schools or divisions in any form of publicity or disclosure without the prior written permission of the other, which permission may be given or withheld in other's sole discretion.
- c) No Assignment. Neither Party may assign or otherwise transfer this Agreement, in whole or in part, without the other Party's prior written consent. Any attempted assignment, delegation, or transfer by either party in violation hereof will be null and void. Subject to the foregoing, this Agreement will be binding on the Parties and their successors and assigns.
- d) Notices. All notices or other communications given hereunder shall be in writing and shall be deemed to have been duly given (a) on the date delivered if delivered by personal delivery or by overnight delivery service (such as FedEx); or (b) on the third (3rd) business day after mailing via U.S. registered or certified mail, first class,

postage prepaid. Any notices or other communications given hereunder shall be addressed as follows, provided that either party may specify a different address by written notice to the other party in accordance with this paragraph:

If to Partner Desert Sands Unified School District
47950 Dune Palms Road
La Quinta, CA 92253
Attn: Dennis Zink

If to Alder GSE: Alder GSE
2946 Broadway, Suite B
Redwood City, CA 94062
Attn: Julie Fabrocini

- e) Compliance with Laws. Each party shall be separately responsible for compliance with all laws, rules, and regulations which may be applicable to its respective activities under this Agreement. The Parties recognize that the Teacher Residency is or may be considered a “program or service” of both Alder GSE and Partner, and that Residents are participants or beneficiaries of the program or service, under various federal, state and local laws, including but not limited to non-discrimination laws (e.g. ADA Title II, Section 504, Title VI, Title IX and the Age Discrimination Act). The Parties agree that they will comply with these and all other laws applicable to applicants for residency or Residents. The Parties will coordinate with each other regarding any overlapping issues that may arise (e.g., discipline or termination) under such procedures as the Parties may establish under this Agreement. Issues involving requests for accommodations by applicants or Residents will be addressed under the Resident Accommodation Procedures (Exhibit H).
- f) Program Accreditation and Other Compliance Issues
 - i) State Authorization, Accreditation of Alder GSE. Partner shall fully cooperate with Alder GSE and take all measures necessary should authorization, evaluation, or other actions be required by WASC Senior College and University Commission (“WSCUC”) (Alder GSE’s accrediting agency), California Commission on Teacher Credentialing (“CCTC”), or California’s Bureau of Private Postsecondary Education (“BPPE”) or for other reasons as required by WSCUC, CCTC, or BPPE (including, with limitation, providing Program or entity details beyond what is contained in this Agreement, or temporary suspension of the Program or new student enrollment while seeking WSCUC, CCTC, or BPPE approval or while the Program is under review by WSCUC, CCTC, or BPPE).
 - ii) Accreditation, Licensing, and Credentials. Each Party shall be separately responsible for accreditation, licensing, and credentialing of its own entities and employees, as applicable, and each Party agrees to furnish to the other evidence of such accreditation, licensing, and credentials upon request by the other.
- g) Alder GSE Research Studies. Partner will participate in Alder GSE-led research studies when participation does not create an unreasonable burden for Partner.
- h) Captions. All paragraph and section captions and headings in this Agreement are for convenience of reference only and shall not be considered in construing this Agreement.
- i) Construction. This Agreement shall be interpreted in an even-handed manner and without regard to any

presumption against the party that was responsible for its drafting.

- j) Amendment: This Agreement shall not be altered, modified, or amended except by a subsequent written instrument executed by the Parties hereto. Such an amendment shall not be effective until all Parties approve it.
- k) Integration of Contract: This Agreement together with the exhibits hereto incorporates all the agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and constitutes the entire agreement between the Parties and supersedes any prior agreement between the Parties. No prior agreements or understandings, oral or otherwise, of the Parties or their agents, officers or representatives shall become valid or enforceable, and no party is relying upon any warranties, representations or inducements, unless specified in this Agreement.
- l) Severability of Terms. If any provision of this Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- m) Survival. The provisions of Sections 9 (regarding ownership of intellectual property), 7 (regarding effect of termination), 8 (Confidentiality), 10 (Mutual Indemnification), 12 (Limitation on Damages), and 13 (Miscellaneous) shall survive the termination or expiration of this Agreement for any reason.
- n) Counterparts. This Agreement may be executed in several counterparts, each of which so executed shall constitute one and the same instrument, and signatures may be exchanged by facsimile transmittal or electronically and such signatures shall be deemed as original.

IN WITNESS WHEREOF, this Agreement has been duly executed on behalf of the Parties hereto as of the Effective Date.

Desert Sands USD

Alder GSE

Signature: _____

Signature:  _____

Printed Name: Jordan Aquino

Printed Name: Heather Kirkpatrick

Title: Assistant Superintendent Business Services

Title: President & CEO

Date: _____

Date: 3/7/2025 _____