

**UNIVERSITY OF SAN FRANCISCO SCHOOL OF EDUCATION
MEMORANDUM OF UNDERSTANDING AND AGREEMENT
TO PROVIDE EDUCATION SPECIALISTS, COUNSELING, TEACHING AND
ADMINISTRATIVE INTERNS**

This Memorandum of Understanding and Agreement to Provide Education Specialists, Counseling and Teaching Interns ("Agreement"), is entered into this 1st day of June 2021 by and between the University of San Francisco ("University") and Santa Rosa City Schools ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement does not exceed the actual cost to District of the services rendered by District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. Education Specialists - District shall provide experience for education specialists in the schools or classes of District, not to exceed 30 students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives may agree upon. Supervision evaluation includes a 3-way evaluation at the end of each semester of the placement in the District. This evaluation includes the District administrator, University supervisor, and teacher candidate. Because the University's program is a continuous on-the-job credential pathway, District shall provide a Support Provider for each teacher candidate during the two years of placement.

District shall employ USF teacher candidates placed in District in full-time paid positions as mild/moderate education specialists during the term of their employment. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for said candidates' withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.

B. School Counselors - District shall employ USF interns placed in District in full-time paid positions as school counselors during the term of their internships. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for said interns' tax withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.

“Counseling” as used in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

C. General Education - District shall employ USF interns placed in District in full-time paid positions as classroom teachers during the term of their internships. It is expressly understood and agreed that, during the term of such employment, said interns shall be employees of District and District shall be solely responsible for said interns' tax withholding, workers' compensation, unemployment compensation, and any other employee benefits, statutory or otherwise.

“Teaching” as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

D. District may, for good cause, refuse to accept for supervised education specialists, counseling or teaching internships, any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

E. District shall require University students assigned to the District pursuant to this contract to comply with Education Code Section 45125.1, to a background check, paper screening, and Livescan clearance from the Department of Justice and Federal Bureau of Investigation.

District shall require University students assigned to the District pursuant to this contract to comply with Education Code Section 49406 to University students to provide evidence of a negative tuberculosis test performed within 60 days of their start date.

F. The assignment of a student of University to teach or counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to the District, and the University student is accepted by the assigned district site administrator.

G. Based on the adopted Intern and Supervision pre-service requirements for English Learner content, District shall comply with the regulations and policies pertaining to supervision and support as outlined in the attached addendum. (See Appendix A)

II. UNIVERSITY RESPONSIBILITIES

A. The assignment of a University student to teach or counsel in the schools or classes of District shall be at the discretion of University and shall be for a maximum period of two academic years. University may give students more than one assignment to work in such schools or classes.

B. University agrees that University students working as education specialists or counseling or teaching interns within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

C. No intern salary may be reduced by more than 1/8 of its total to pay for supervision, and the salary of the intern shall not be less than the minimum base salary paid to a regularly certificated person. If the intern salary is reduced, no more than eight interns may be advised by one district support person.

D. Before assigning students to the District, the University shall instruct such students on applicable state and federal law relating to unlawful discrimination, sexual harassment, and mandated reporting of child abuse.

E. Based on the adopted Intern and Supervision pre-service requirements for English Learner content, University shall comply with the regulations and policies pertaining to supervision and support as outlined in the attached addendum. (See Appendix A)

I. COMPENSATION

A. University shall pay District's Educational Specialists for all services required to be performed by District under this Agreement, financial compensation for serving as District Support Providers at the rate of one hundred twenty-five dollars (\$125.00) per student, during the official full-time student teaching portion of the program), within District, said payment to be distributed among the Support Provider(s) to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.

Within a reasonable time following the close of each semester of the University of San Francisco, the University shall submit and process an invoice, in duplicate, for payment, for all supervised teaching or support provided by the District under and in accordance with this agreement during said semester.

IV. INDEMNITY

University and District agree to defend, indemnify and hold one another, their respective officers, employees, students and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result of negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

V. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VII. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the 1st day of June 2021 and shall terminate on the 30th day of June 2026.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Dean
USF School of Education
2130 Fulton Street
San Francisco, CA 94117

With a copy to:

General Counsel
University of San Francisco
101 Howard Street, Suite 200
San Francisco, CA 94105

To District:

Santa Rosa City Schools
Attn: Melanie Martin
211 Ridway Ave
Santa Rosa, CA 95401


H. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) or disability and otherwise as required or permitted by law.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

University of San Francisco

Santa Rosa City Schools

By: 

Shirley McGuire, Ph.D.

By: _____
Name (Signature)

Senior Vice Provost
Title

Name (Print)

08/13/2021
Date

Title

Date

Appendix A

Preservice Preparation and Support and Supervision Requirements for the Multiple Subject, Single Subject, and Education Specialist Internship Credentials

In April 2013, the Commission on Teacher Credentialing (CTC) revised program standards to strengthen preparation of teacher candidates to teach English Learners and the general support and supervision that must be provided to all interns (PSA 13-06). Fieldwork experience support and supervision will increase from approximately 6-8 hours to 20 hours per month. Candidates who enter the intern program with a current English Learner (EL) Authorization or have a passing score on the CTEL are not required to complete the additional preservice EL requirement. The following support activities will be tracked by the candidate and approved by the program sponsor:

District Level responsibilities:

- District mentors must be identified by the employer prior to an intern assuming daily teaching responsibilities who meets the Commission's minimum qualifications:
 - a) hold a valid corresponding Clear or Life credential
 - b) 3 years of successful teaching experience
 - c) EL Authorization (for those responsible for providing EL support)
- District mentor support (Master Teacher equivalent) (6-8 hours)
- District/school sponsored professional learning community – provide release time for district meetings and professional development activities, as well as, time to observe other teachers in their classrooms (3-4 hours)

University level responsibilities:


- USF fieldwork supervisor and program staff visits (4-6 hours)
- Candidate fieldwork video analysis conducted by USF faculty (2 hours)
- Provide seminars and online modules that support intern's professional development (2 hours)

Joint University and District responsibility:

- English Learner (EL) support that will include but not limited to: coaching, planning, modeling, classroom assistance, curriculum, and effective teaching methodologies (4 hours)

University of San Francisco

Santa Rosa City Schools

By: 

Shirley McGuire, Ph.D.

By: _____
Name (Signature)

Senior Vice Provost
Title

Name (Print)

08/13/2021
Date

Title

Date

MEMORANDUM OF UNDERSTANDING
AND AGREEMENT TO PROVIDE TEACHING and COUNSELING EXPERIENCE

This Memorandum of Understanding and Agreement to Provide Teaching and Counseling Experience ("Agreement"), is entered into this 1st day of June 2021, by and between the *University of San Francisco* ("University") and Santa Rosa City Schools ("District").

RECITALS

WHEREAS, pursuant to the provisions of the Education Code of the State of California, the governing board of any school district is authorized to enter into agreements with any institution approved by the Commission on Teacher Credentialing as a teacher and counselor education institution to provide teaching or counseling experience to students enrolled in the teacher or counselor training curricula of such institutions; and

WHEREAS, University is approved by the Commission on Teacher Credentialing as a teacher and counselor education institution; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district in any amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the value of the services to be rendered to District under this Agreement do not exceed the actual cost to District of the services rendered by District.

TERMS

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement, University and District agree as follows:

I. DISTRICT RESPONSIBILITIES

A. District shall provide teaching experience in the schools or classes of District, not to exceed **30** students from University possessing valid certificates of clearance and assigned by University to teach in the schools and classes of District. Such teaching shall be provided in such schools or classes of District, and under the direct supervision, evaluation, and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

“Teaching” as used herein and elsewhere in this Agreement means active participation in the duties and functions of classroom teaching under the supervision and instruction of employees of District holding valid teaching credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as classroom teachers in the schools and classes of District.

The assignment of a student of University to teach in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

B. District shall provide counseling experience in the schools or classes of District, not to exceed **30** students from University possessing valid certificates of clearance and assigned by University to counsel in the schools and classes of District. Such counseling shall be provided in such schools or classes of District, and under the direct supervision and instruction of such employees of District, as District and University, through their duly authorized representatives, may agree upon.

“Counseling” as used herein and elsewhere in this Agreement means active participation in the duties and functions of school counseling under the supervision and instruction of employees of District holding valid PPS credentials issued by the State Board of Education and/or the Commission on Teacher Credentialing, other than emergency or provisional credentials, authorizing them to serve as school counselors in the schools and classes of District.

The assignment of a student of University to counsel in District shall be deemed effective for the purpose of this Agreement as of the date the student presents the assignment letter to District.

C. District may, for good cause, refuse to accept for supervised teaching or counseling any student of University assigned to teach or counsel in District, and upon request of District, made for good cause, University shall terminate the assignment of any student of University to teach or counsel in District.

II. UNIVERSITY RESPONSIBILITIES

A. The assignment of a University student to teach in the schools or classes of District shall be at the discretion of University and shall be for a period of approximately eighteen (18) weeks. University may give students more than one assignment to teach in such schools or classes.

B. The assignment of a University student to counsel in the schools or classes of District shall be at the discretion of the University and shall be for a period of approximately one academic year. University may give students more than one assignment to counsel in such schools or classes.

University agrees that University students receiving counseling experience within District may not displace certificated District employees. University acknowledges that District hiring policies must comply with local teacher union contracts.

III. COMPENSATION FOR MASTER TEACHERS

University will pay for the performance by District teachers of all services required to be performed by District under this Agreement, financial compensation for serving as full-time Master Teachers at the rate of two hundred fifty dollars (\$250.00) per student for each semester within District, said payment to be distributed directly to the supervising teacher(s) to whom students of University are assigned. University shall determine the number of semester units of credit for teaching to be provided for each student of University assigned to teach under this Agreement.

If University terminates the assignment of a student to teach in the schools or classes of District, District shall receive payment of an amount for such student as though there had been no termination of the assignment, except that if such assignment is terminated before the end of the eighth week of the term of the assignment, District shall receive payment for an assignment for nine (9) weeks only.

Within a reasonable time following the close of each semester of the University of San Francisco, the University shall submit and process an invoice, in duplicate, for payment, for all supervised teaching under and in accordance with this agreement during said semester.

IV. INDEMNITY

University and District agree to defend, indemnify and hold one another, their respective officers, employees, students and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result of negligent or intentional acts or omissions of the indemnifying party, its officers, employees, students or agents.

V. DISTRICT AND UNIVERSITY INSURANCE

District and University each agree to keep in full force and effect, during the term of this Agreement, insurance to meet their respective obligations and liabilities hereunder and such insurance shall include but not be limited to the following:

Commercial General Liability and Auto Liability with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate, for bodily injury, personal injury and property damage, endorsed to name the other party to the contract as additional insured;

Workers' Compensation coverage with statutory limits; and

Employers Liability coverage with limits of not less than \$1,000,000 per occurrence, and \$3,000,000 in the aggregate.

Each insurance policy required above shall be endorsed to state that coverage shall not be suspended, voided, or canceled by either party, except after sixty (60) days prior written notice by certified mail, return receipt requested, has been given to the other party to this Agreement.

Upon request, District and University shall each cause to be issued to the other evidence of such insurance prior to the commencement of this Agreement and annually thereafter.

VI. DISPUTES

In the event that a dispute arises between the parties with regard to the rights or duties created by this Agreement, or in the event of a breach of this Agreement by either party, the parties hereto agree to meet and confer in good faith in an effort to resolve the dispute or issue.

In the event the parties are unable to informally resolve the dispute within thirty (30) days after the dispute has arisen, the parties agree to decide whether to attempt to settle the dispute through arbitration or litigation. In order to send a dispute to arbitration, both parties must agree in writing that arbitration is their chosen method of resolving the dispute in question.

VII. GENERAL PROVISIONS

A. Term of Agreement. The term of this Agreement shall commence on the 1st day of *June 2021* and shall terminate on the 30th day of *June 2026*.

B. Termination. This Agreement may be terminated by either party without cause upon thirty (30) days prior written notice; provided, however, that any such termination by District shall not be effective as to any student who at the date of mailing of the notice by District was receiving teaching or counseling experience within District until the student has completed his or her assignment, except at the election of University.

C. Entire Agreement; Modification. This Agreement contains all the terms between the parties and may be modified only in writing signed by both parties.

D. Applicable Law. The terms and conditions of this Agreement shall be interpreted in accordance with the laws of the State of California.

E. Severability. In the event any court of competent jurisdiction determines that any paragraph or subparagraph of this Agreement is invalid or unenforceable for any reason, all remaining paragraphs or subparagraphs shall remain in full force and effect.

F. Confidentiality. Both parties shall protect the confidentiality of each others records and information, and shall not disclose confidential information without the prior written consent of the other party. University agrees to comply with District policy and procedure related to patient confidentiality.

G. Notices. Any notice to either party hereunder must be in writing signed by the party giving notice, and shall be served either personally or by registered or certified mail addressed as follows:

To University:

Dean Shabnam Koirala-Azad
USF School of Education
2130 Fulton Street
San Francisco, CA 94117

With a copy to:

General Counsel
University of San Francisco
101 Howard Street, Suite 200
San Francisco, CA 94105

To District:


<p>Attn: Melanie Martin and Michael Shepherd Santa Rosa City Schools 211 Ridway Ave Santa Rosa, CA 95401</p>

H. Non-Discrimination. The parties agree not to discriminate in employment, academic programs, or the provision of services on the basis of an individual's race, color, religion, religious creed, ancestry, national origin, age (except minors), sex, sexual orientation, marital status, medical condition (cancer-related) or disability and otherwise as required or permitted by law.

I. Status of the Parties. It is expressly understood and agreed that this Agreement is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture or association between University and District; rather it is an affiliation between independent contractors, these being University and District.

IN WITNESS WHEREOF, this Agreement has been executed by and on behalf of the parties hereto, the day and year first above written.

University of San Francisco

By: 

Shirley McGuire, Ph.D.

Senior Vice Provost
Title

08/13/2021
Date

Santa Rosa City Schools

By: _____
Name (Signature)

Name (Print)

Title

Date



**SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT**

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as “DISTRICT”, OR “BOARD” and **Genesis Botello Consulting** hereinafter referred to as “CONTRACTOR”.

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0000-0-0000-7180-5830-249-5115

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

For Billing (if applicable): Bill to: Melanie Martin, Business Services Billing frequency: _____

Contract is: X New Renewal Addendum Amendment

Number of Individuals Served: District-Wide

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

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

Contract Created by: Beth Berk **Phone #:** 890-3800 x80526
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: September 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 to schedule photography coverage, and outline any particular photographic or digital media needs with contractor in advance for each event. District will pre-arrange visits to school sites with school administration/offices. Any images created as part of this contract are the property of the District, and any use/sharing of the images is at the discretion of the communication coordinator and/or other administrators. The contractor will be able to use images for their professional digital and printed portfolio with prior approval by the communication coordinator and/or other administrators.

(b) CONTRACTOR's Responsibilities and Duties:

Contractor to provide all necessary photographic equipment, software and editing tools in order to deliver finished images to the district. Images will be provided in format as determined by the District (digital file format). Contractor will consult with district communication coordinator before any visits to schools/events in this capacity, including pre-arranging visits and checking in with school site administration/school office, and any health/safety requirements at sites. Contractor must follow the restrictions of photographing students in school settings (ask if students have do-not-video/photograph forms on file with the school) and provide images accordingly.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on September 1, 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 Five-Thousand Dollars (\$5,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Contractor will invoice SRCS on a monthly basis or as the services are rendered, net 30 days.

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

[Develop metrics – **Describe** the metrics to be used to measure the effectiveness of services. Indicate benchmark metrics as well as the goal by the end of the contract. Data to be gathered by the CONTRACTOR and provided to the DISTRICT]

The district will receive a collection of images created by the contractor visiting assigned schools and photographing student activities. At the end of the contract, the district will have a collection of images for their use.

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

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

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

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

unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(3) Upon DISTRICT'S written request, certified copies of insurance policies. Such policy copies shall be submitted within thirty (30) days of the 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 the 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 the CONTRACTOR. In the event DISTRICT elects to terminate the CONTRACT without cause, it shall pay the 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 the Education Code section 45125.1. CONTRACTOR shall submit fingerprints for review by the Department of Justice and authorize DISTRICT to receive subsequent arrest and conviction notifications.

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

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

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

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules,

regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

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

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Genesis Botello

Street: 1904 Genoa Place

City/State/Zip: Santa Rosa/CA/95403

Phone: 707-888-4399

Email: genesisybotello@gmail.com

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

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

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

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

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

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

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: Genesis Botello

Rick Edson

Print Name: Genesis Botello

Deputy Superintendent

Title: Contractor/Photographer

mmartin@srcs.k12.ca.us

Email: genesisybotello@gmail.com

707-890-3800 x80201

Phone: 707-888-4399



SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Humanidad Therapy Educational Services (HTES), hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 07-0500-0-1140-1000-5850-127-5114 - \$25,000
07-0500-0-1140-1000-5150-127-5114 - \$103,000

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

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

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

Number of Individuals Served: 30 - 100 Students Served at CCLA

Approved at Site by*: Karolina Gage Date: 8/30/2021
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Karolina Gage, Principal Phone #: 890-3890
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: September 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:

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

(b) CONTRACTOR's Responsibilities and Duties:

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

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on - August, 2021 and will continue through May, 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 \$128,000Dollars (\$_____). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Monthly, upon invoice submitted to School Administrative Assistant.

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

[Develop metrics – **Describe** the metrics to be used to measure the effectiveness of services. Indicate benchmark metrics as well as the goal by the end of the contract. Data to be gathered by the CONTRACTOR and provided to the DISTRICT]

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

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

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

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.
- 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. Notwithstanding the foregoing, however, in the event that a court determines that liability with respect to any Liability was caused or contributed to by the negligent act, error, omission or the willful misconduct of DISTRICT, liability will be apportioned between CONTRACTOR and DISTRICT with regard to such Liability based upon the parties' respective degrees of culpability, as determined by the court, and CONTRACTOR's duty to indemnify DISTRICT with respect to satisfaction of the judgment only (but not to costs of defense previously incurred by CONTRACTOR) will be limited accordingly.
- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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(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.

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: _____

Street: _____

City/State/Zip: _____

Phone: _____

Email: _____

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 201__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Rick Edson

Print Name: _____

Deputy Superintendent

Title: _____

mmartin@srcs.k12.ca.us

Email: _____

707-890-3800 x80201

Phone: _____

ClassLink Service Agreement

Contents

ClassLink Software License Agreement 2
ClassLink Service Level Agreement 10
Non-Disclosure Agreement 12
ClassLink Data Security Statement 13
Signature of Acceptance 15

Customer:

Santa Rosa City School District

Name of Organization

Santa Rosa, CA 95401

City, State Zip

ClassLink Software License Agreement

1. Software License Agreement Overview

- 1.1 This Software License Agreement is entered into by and between ClassLink, Inc. ("ClassLink") and Customer and describes the terms and conditions pursuant to which ClassLink shall grant to Customer a non-transferable and non-exclusive license to use certain ClassLink Software.

2. Definitions

- 2.1 "Agreement" means this Software License Agreement including any and all attached Schedules.
- 2.2 "License and Support Fees" include fees payable by Customer to ClassLink for licensing and maintenance support of ClassLink Software.
- 2.3 "ClassLink Software" means (a) ClassLink software products made available to the Customer, (b) Updates, (c) custom reports or any custom software modifications for Customer, and (d) Documentation. ClassLink Software does not include Source Code.
- 2.4 "Confidential Information" means all software listings, Documentation, information, data, drawings, benchmark tests, specifications, trade secrets, object code and machine-readable copies of the ClassLink Software, and any other proprietary information supplied to Customer by ClassLink or by Customer to ClassLink which is clearly marked as "confidential" if in tangible form or identified as "confidential" if orally disclosed.
- 2.5 "Customer Data" shall mean and include all administrative, student, teacher, and other related information belonging to Customer. This data generally includes name, school building affiliation, grade level, email address, profile pictures, cell phone numbers for staff and students age 13+ (to send password reset verification codes), staff and student ID numbers and login credentials for various online resources.
- 2.6 "Documentation" means all written user information, whether in electronic, printed or other format, delivered or made available to Customer by ClassLink with respect to ClassLink Software, now or in the future, including instructions, manuals, training materials, and other publications that contain, describe, explain or otherwise relate to ClassLink Software.
- 2.7 "Effective Date" means the date of commencement of the Subscription Term, listed on the ClassLink Invoice.
- 2.8 "Expiration Date" means the last day of the Subscription Term, listed on the ClassLink Invoice.
- 2.9 "Source Code" means the instructions and statements, used for compilation into machine readable form that makes up an item of ClassLink Software.
- 2.10 "Subscription Term" means the period of time beginning with the Effective Date and ending with the Expiration Date, listed on the ClassLink Invoice.
- 2.11 "Updates" means any updates to the ClassLink Software licensed hereunder which ClassLink, in its discretion, makes generally available to its ClassLink Software licensees.

3. License Grant and Terms

- 3.1 This Agreement authorizes Customer to use items of ClassLink Software specified in the ClassLink Invoice during the term of this Agreement. At the end of Subscription Term, Customer's license and associated rights specified in this Agreement will expire, unless renewed. This Agreement and license to use ClassLink Software will also terminate if Customer fails to comply with any term or condition in this Agreement and fails to remedy such failure within ten (10) days of written notification of such failure from ClassLink to Customer. ClassLink's limitations of liability and disclaimers as well as the provisions of the Sections titled "Confidentiality" and "General Provisions" shall survive expiration or termination of this Agreement.
- 3.2 Customer understands and acknowledges that operation of the ClassLink Software may require the use of certain third-party software such as Microsoft Windows Server, Microsoft SQL, etc., which Customer must separately license at its own expense.
- 3.3 Customer agrees that it will not itself, or through any parent, subsidiary, affiliate, agent or other third party sell, lease, license, sublicense, encumber or otherwise deal with any portion of the ClassLink Software.
- 3.4 ClassLink shall provision and make ClassLink Software available to Customer during the term of this Agreement; provided, however, Customer acknowledges that ClassLink may take the ClassLink Software down from time to time to perform maintenance and/or upgrades. In addition, Customer agrees that from time to time the ClassLink Software may be inaccessible or inoperable due to ClassLink Software errors or causes beyond the control of ClassLink or which are not reasonably foreseeable by ClassLink, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively "Downtime"). ClassLink shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the ClassLink Software caused by Downtime, whether scheduled or not. A log of past ClassLink Software service disruptions will be maintained at <http://trust.classlink.com> and can serve as an indicator of past service availability.
- 3.5 Force Majeure. Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by any act of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), war, invasion, act of foreign enemies, hostilities (regardless of whether war is declared), civil unrest, act of government, act of terror, strike or other labor problem (other than one involving our employees), internet service provider failure or delay, denial of service attack, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.
- 3.6 ClassLink may, in its discretion, from time to time, as determined by ClassLink, add new features, functionality or content to the ClassLink Software; limit, modify or discontinue existing features, functionality or content made available with the ClassLink Software; or incorporate revisions into the ClassLink Software as may be deemed appropriate by ClassLink.
- 3.7 Where ClassLink Software is installed on premises, Customer shall be responsible for the purchase, configuration and ongoing maintenance of relevant equipment, systems and software to achieve the Customer's desired results.

4. Confidentiality

- 4.1 Customer acknowledges that the ClassLink Software contains proprietary, trade secret and confidential information belonging exclusively to ClassLink. Title to, ownership of and all proprietary rights in the ClassLink Software and all copies thereof, including translations or compilations or partial copies, are reserved to and will at all times remain with ClassLink.

- 4.2 Customer shall not (a) disclose the ClassLink Software or any confidential ideas, techniques and concepts contained therein to any third party without the prior written consent of ClassLink, (b) where ClassLink Software is installed on premises, copy the ClassLink Software or any portion thereof except as necessary for use within Customer's organization.
- 4.3 Customer agrees (a) to hold the ClassLink Software in confidence and (b) where ClassLink Software is installed on premises, to maintain the ClassLink Software in a secure environment and take all reasonable precautions to maintain security to prevent unauthorized use or disclosure. Customer shall inform its employees having access to the ClassLink Software of Customer's limitations, duties and obligations regarding nondisclosure and copying of the ClassLink Software. Customer agrees to maintain the integrity of all copyright, trade secret or other proprietary notices of ClassLink in the ClassLink Software and/or affixed to or imprinted on physical media and embodiments thereof, and to take no action inconsistent with the copyright and trade secret ownership rights of ClassLink.
- 4.4 Where ClassLink Software is installed on premises, Customer shall maintain accurate records of the number and location of all copies of the ClassLink Software and shall promptly provide a current listing to ClassLink upon request.
- 4.5 ClassLink acknowledges and agrees that all Customer Data is and shall remain the property of Customer. ClassLink makes no claims as to ownership of any Customer Data.
- 4.6 ClassLink acknowledges and agrees users shall retain ownership and control of user-generated content, if any. ClassLink shall make all user-generated content available to the user who created it and provide a process by which a user can transfer his or her user-generated content to a personal account. Detailed directions to accomplish this can be found at docs.classlink.com.
- 4.7 ClassLink acknowledges and agrees to exercise commercially reasonable efforts to maintain as confidential all Customer Data. ClassLink team members are bound by contractual non-disclosure agreements. ClassLink data security protections include: internal data management policies and procedures, limitations on access to personal data, data encryption (for both data in transit and at rest), data systems monitoring, incident response plans, and safeguards to ensure Customer Data is not accessed by unauthorized persons when transmitted over communication networks.
- 4.8 ClassLink acknowledges and agrees that Customer Data is to be used solely for purposes of performing this Agreement. Customer Data will not be sold or used for marketing purposes. Except as specifically stated herein, ClassLink will not disclose Customer Data to third parties without Customer's consent. ClassLink may, however, disclose Customer Data to entities performing work for ClassLink related to the set-up, installation and training of Customer to use the ClassLink Software or the development, support or maintenance of the ClassLink Software, to the extent such disclosure is necessary for the facilitation of such work. ClassLink shall ensure that such entities are contractually bound to maintain the confidentiality of such information. ClassLink may disclose the fact that Customer is a user of the ClassLink Software to business partners of ClassLink that offer complementary products or services. In addition, ClassLink may disclose Customer Data in the following situations: (a) in response to a subpoena, court order or other legal process; (b) to protect user security or the security of other persons; or (c) in connection with a sale, joint venture or other transfer of some or all of the assets of ClassLink as long as ClassLink ensures that such sale, joint venture or other transfer includes the requirement to maintain the confidentiality of such information to the same extent as ClassLink under this Agreement.

- 4.9 ClassLink acknowledges and agrees users can review personally identifiable information in ClassLink and correct erroneous information. All users of ClassLink can update certain personal information contained in ClassLink by clicking My Profile, General Settings. ClassLink stores only limited personal information and much of it is originally received by the school organization. It is advised when users make changes to personal information contained in ClassLink they also communicate that information to the school organization. Detailed directions to accomplish this can be found at docs.classlink.com.
- 4.10 ClassLink acknowledges and agrees to permanently deletes Customer Data after the termination of a contract, when no longer needed, or when advised to do so by the Customer.
- 4.11 ClassLink is a signatory to the Student Privacy Pledge (<http://studentprivacypledge.org>) and, for the duration of this Agreement, ClassLink will remain a signatory and abide by the commitments therein as follows:
- Not collect, maintain, use or share student personal information beyond that needed for authorized educational/school purposes, or as authorized by the parent/student.
 - Not sell student personal information.
 - Not use or disclose student information collected through an educational/school service (whether personal information or otherwise) for behavioral targeting of advertisements to students.
 - Not build a personal profile of a student other than for supporting authorized educational/school purposes or as authorized by the parent/student.
 - Not make material changes to school service provider consumer privacy policies without first providing prominent notice to the account holder(s) (i.e., the educational institution/agency, or the parent/student when the information is collected directly from the student with student/parent consent) and allowing them choices before data is used in any manner inconsistent with terms they were initially provided; and not make material changes to other policies or practices governing the use of student personal information that are inconsistent with contractual requirements.
 - Not knowingly retain student personal information beyond the time period required to support the authorized educational/school purposes, or as authorized by the parent/student.
 - Collect, use, share, and retain student personal information only for purposes for which we were authorized by the educational institution/agency, teacher or the parent/student.
 - Disclose clearly in contracts or privacy policies, including in a manner easy for parents to understand, what types of student personal information we collect, if any, and the purposes for which the information we maintain is used or shared with third parties.
 - Support access to and correction of student personally identifiable information by the student or their authorized parent, either by assisting the educational institution in meeting its requirements or directly when the information is collected directly from the student with student/parent consent.
 - Maintain a comprehensive security program that is reasonably designed to protect the security, privacy, confidentiality, and integrity of student personal information against risks – such as unauthorized access or use, or unintended or inappropriate disclosure – through the use of administrative, technological, and physical safeguards appropriate to the sensitivity of the information.
 - Require that our vendors with whom student personal information is shared in order to deliver the educational service, if any, are obligated to implement these same commitments for the given student personal information.
 - Allow a successor entity to maintain the student personal information, in the case of our merger or acquisition by another entity, provided the successor entity is subject to these same commitments for the previously collected student personal information.

5. Disclosure of ClassLink Solution Partner Relationship

- 5.1 Customer agrees that if a ClassLink Solution Partner (“CSP”) is involved and has marketed the ClassLink Software to Customer as an authorized marketer of ClassLink Software Products, Customer understands that as compensation for CSP’s marketing, installation and implementation efforts CSP will be paid a commission from the fees paid by Customer for the ClassLink Software. Customer understands that CSP is an independent business and is not a legal partner, employee or agent of CSP has no authority to bind ClassLink in any respect. The relationship between ClassLink and CSP is solely that of principal and independent contractor, each being responsible for its own actions.
- 5.2 CSP shall have no authority to accept the return or to make or authorize any allowance or adjustment with respect to, any ClassLink Software other than to the extent of the commission to be paid to them. ClassLink does not warrant in any form whatsoever, any of the services or products provided by CSP to the Customer. Any agreements, commitments, promises, representations or recommendations made by CSP are solely between the CSP and the Customer and do not bind ClassLink in any respect.

6. Charges

- 6.1 License and support fees (“ClassLink Subscription Fees”) may be based on student enrollment, staff enrollment or building count for certain ClassLink Software products and will be provided by ClassLink to Customer in the form of a price quote or Invoice. Renewal of this Agreement and related ClassLink Subscription Fees shall be based on current published enrollment and current list prices of the ClassLink Software. Customer agrees to notify ClassLink at such time as student enrollment increases more than 10% during a Subscription Term wherein additional ClassLink Subscription Fees may be required for the remainder of the Subscription Term.
- 6.2 Unless ClassLink and Customer shall otherwise agree, payment for ClassLink Subscription Fees are due on receipt of Invoice.

7. Warranties

- 7.1 ClassLink makes no warranties with respect to the use of the ClassLink Software on technology devices other than those specified in the Documentation.
- 7.2 Modification or attempted modification by Customer of any item of ClassLink Software shall void ClassLink’s warranties with respect to such item of ClassLink Software.
- 7.3 ClassLink warrants to Customer that to the best of its knowledge ClassLink Software is not in violation of any patent, copyright, trademark or other intellectual property claims and that ClassLink has the right to license Customer’s use of the ClassLink Software as provided in this Agreement.
- 7.4 ClassLink agrees to indemnify and save the Customer, its trustees, agents, students and employees, harmless from liability of any nature or kind for use by the Customer, its agents, students and employees of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished by ClassLink or used in ClassLink’s performance of the agreement for which ClassLink is not the patentee, assignee or licensee, provided that (1) such use results in a third party suit or claim alleging infringement (a “Claim”); (2) the Customer provides ClassLink with prompt notice of the Claim and gives ClassLink a reasonable opportunity to control the defense and settlement of the Claim; and (3) the Customer provides reasonable cooperation and assistance to ClassLink’s defense of the Claim. If ClassLink’s software becomes or is likely to become the subject of an infringement claim, ClassLink may at its option and expense, either: (a) procure for the Customer the right to continue using such software; (b) replace or modify the affected software so it becomes non-infringing and remains functionally equivalent or (c) require the return of the affected software, allow the

Customer to return other software intended to operate with the affected software, and refund to the Customer the portion of the purchase price attributable to the returned product, prorated in accordance with the unused portion of the term.

- 7.5 ClassLink warrants to Customer that each item of ClassLink Software will conform, when shipped to Customer, to ClassLink specifications which are in effect for that item at that time. If Customer believes there is a defect in any item of ClassLink Software, Customer should notify ClassLink immediately and ClassLink will correct or replace the defective item of ClassLink Software. If ClassLink is unable to make the item of ClassLink Software perform as warranted, Customer may as its sole remedy return the item of ClassLink Software and receive a full refund of fees paid for item of ClassLink Software. ClassLink shall have no liability for any claim under this Section not made within sixty (60) days after the date of shipment of the item of ClassLink Software claimed to be defective. Except as specifically provided herein, ClassLink does not warrant that the functions contained in any item of ClassLink Software will meet the Customer's requirement or will operate in combination with other software that Customer may select or that the operation of the ClassLink Software will be uninterrupted or error-free or that all defects will be corrected.
- 7.6 Where Customer purchases multiple years of ClassLink Software upfront, and ClassLink dissolves or no longer delivers ClassLink Software, ClassLink shall refund to the Customer the portion of the purchase price attributable to the discontinued product, prorated in accordance with the unused years of the term.
- 7.7 Except as specifically provided herein, ClassLink makes no warranties express or implied as to any matter whatsoever, including, without limitation, the condition of any ClassLink Software, its merchantability or its fitness for any particular purpose, as well as any express or implied warranties or conditions arising through any course of dealing or course of performance between the parties or usage of trade.

8. Limitation of Liability / Insurance

- 8.1 IN NO EVENT SHALL CLASSLINK, ITS SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL (INCLUDING LOST BUSINESS AND PROFITS) OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT AND/OR ANY SERVICES, WHETHER FOR BREACH OF CONTRACT, IN TORT OR OTHERWISE, EVEN IF CUSTOMER IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. CLASSLINK, ITS SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS AND DIRECTORS SHALL NOT BE LIABLE FOR (A) THE COST OF COVER OF SUBSTITUTE SERVICES, OR (B) ANY DAMAGES OF ANY NATURE WHATSOEVER RESULTING FROM, OR RELATED TO, BUSINESS INTERRUPTION AND/OR THE LOSS, DELAY OR INABILITY TO USE ANY SERVICES. IN ALL EVENTS, CLASSLINK'S MAXIMUM AGGREGATE LIABILITY TO CUSTOMER OR ANY THIRD PARTY FOR CLAIMS RELATING TO THE AGREEMENTS AND ANY AND ALL SERVICES, WHETHER FOR BREACH OF CONTRACT, BREACH OF WARRANTY, IN TORT, STRICT LIABILITY, MISREPRESENTATIONS, OR OTHERWISE, SHALL NOT EXCEED THE GREATER OF (Y) THE AMOUNT OF FEES PAID BY CUSTOMER DURING THE TWELVE (12) MONTHS PRIOR TO THE OCCURRENCE OF THE EVENT(S) GIVING RISE TO THE CLAIM, OR (Z) THE AMOUNTS PAID BY CLASSLINK'S INSURANCE COMPANY ON BEHALF OF CLASSLINK WITH RESPECT TO THE CLAIM.
- 8.2 During the term of the Contract, ClassLink will purchase and maintain Cyber Liability or Technology Professional Liability insurance in an aggregate amount no less than \$1,000,000.00 (one million U.S. dollars). Upon request, a Certificate of Insurance shall be provided to Customer.

9. Term

- 9.1 This Agreement shall automatically renew for the Subscription Term listed on the renewal ClassLink Invoice unless (a) terminated by Customer at any time upon not less than thirty (30) days' written notice to ClassLink prior to the end of the Subscription Term; or (b) terminated by ClassLink by reason of Customer's breach of the provisions of this Agreement concerning Customer's use and non-disclosure of the ClassLink Software or Customer's failure to make timely payment of any ClassLink Subscription Fees.
- 9.2 Upon termination of this Agreement, the license and all rights granted to Customer under this Agreement shall immediately cease and Customer shall immediately: (a) Purge all copies of the ClassLink Software and any portions thereof from all CPU's and storage media and devices on which Customer has placed or allowed others to place the ClassLink Software; and (b) Certify to ClassLink in writing that Customer has complied with its obligations under this Section.
- 9.3 The parties acknowledge the provisions of this Agreement concerning non-disclosure, limitations of liability, disclaimers, and the Sections entitled "Confidentiality" and "General Provisions" shall survive expiration or termination of this Agreement. In the event of Customer's breach of these provisions, ClassLink would suffer irreparable harm with no adequate remedy at law. Accordingly, in the event Customer fails to comply with these provisions, ClassLink shall have the right, without prejudice to any other rights or remedies available to it, to seek equitable relief to enforce and protect its rights hereunder, by way of temporary restraining order or injunction, and such other alternative relief as may be appropriate, without the necessity of posting any bond or surety.

10. General Provisions

- 10.1 **Assignment.** Customer shall not assign or otherwise transfer its rights or obligations under this Agreement except with the written consent of ClassLink; provided, however, that a successor in interest by merger, by operation of law or by the acquisition of substantially the entire business of Customer shall acquire all interest and all obligation of Customer under this Agreement.
- 10.2 **Audit Rights.** Upon reasonable notice to Customer, Customer shall provide a designated ClassLink representative reasonable access to Customer's records relating to the ClassLink Software and use thereof for the purpose of assuring Customer compliance with the terms of this Agreement.
- 10.3 **Foreign Reshipment Liability.** Customer will not export or transfer, whether directly or indirectly, the ClassLink Software to anyone outside the United States of America without first complying with all export controls which may be imposed by the U.S. Government and any country or organization of nations within whose jurisdiction Customer operates or does business and paying any fees as specified in Section 5 hereof.
- 10.4 **Notices.** Any notice or other communication required or permitted under this Agreement shall be given in writing to ClassLink and to Customer at Customer's address specified above, or at such other address as shall be specified by one party to the other in writing. Notices shall be deemed to have been given when personally delivered or when deposited in the mail, properly addressed and first class postage prepaid.
- 10.5 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New Jersey without reference to its principles of conflicts or choice of law.
- 10.6 **Entire Agreement.** This Agreement constitutes the entire software license agreement between ClassLink and Customer. It supersedes and replaces all previous understandings or agreements, written or oral, regarding such subject matter.

- 10.7 Changes. This Agreement may not be modified, amended, canceled or waived, in whole or in part, except by written amendment signed by the parties hereto.
- 10.8 Severability. Any provision of this Agreement found to be illegal or unenforceable shall be deemed severed, and the balance of this Agreement shall remain in full force.
- 10.9 Change of Law. If, due to any change in applicable law or regulations or the interpretation thereof by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement shall become unenforceable, invalid or illegal, the parties hereto shall use their best efforts to promptly negotiate an amendment to this Agreement in good faith.

11. Agreed

- 11.1 Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

ClassLink Service Level Agreement

1. Service Level Agreement Overview

- 1.1 This Service Level Agreement (“SLA”) represents an agreement between ClassLink and Customer for the provisioning of technical services required to support and sustain the ClassLink system.

2. Goals & Objectives

- 2.1 The goal of this SLA is to obtain mutual agreement for technical services to be provided to the Customer by ClassLink.
- 2.2 The objectives of this Agreement are to:
- Present a clear, concise and measurable description of technical services.
 - Define mutual accountability, roles and responsibilities.

3. ClassLink Technical Services

- 3.1 The purpose of technical services within this SLA is to ensure the usability of such that the software works as intended by ClassLink.
- 3.2 The following technical services are the responsibility of ClassLink.
- Troubleshoot access to ClassLink from any device, browser, native app (iOS, Android, Universal Windows App)
 - Creation of new single sign-on connectors
 - Assistance with making settings changes in ClassLink Management Console, or any ClassLink module
 - Continuous system diagnostic monitoring
 - Ensure all ClassLink systems function properly
 - Development and installation of periodic software updates and enhancements
 - Data backup
 - Disaster/data recovery
- 3.3 ClassLink responsibilities in support of this SLA also include:
- Meeting response times associated with service related incidents.
 - Appropriate notification to Customer for all scheduled maintenance.
 - Changes to services will be communicated and documented to Customer.
 - ClassLink, at its discretion, may contact users directly to investigate and resolve software performance issues.
 - Initial and additional ongoing training for Customer key technology staff.
 - Initial and additional ongoing training for Customer key instructional staff.
- 3.4 The following services are outside the scope of this SLA and are available for purchase separately.
- Onsite assistance

4. Response Times

- 4.1 The following provides relevant details on technical service availability.
- a. ClassLink Help Desk telephone support is available from 7am to 8pm Eastern, Monday through Friday, except ClassLink observed holidays.
 - b. ClassLink provides the following methods of accessing technical services:
 - Toll-free telephone technical support at 888-963-7550
 - Monitored support case system (online helpdesk ticket system)
 - Monitored email request for support at helpdesk@classlink.com
 - Monitored Twitter posts and direct messages at [@classlinkhelp](https://twitter.com/classlinkhelp) and [@classlink](https://twitter.com/classlink)
- 4.2 In support of services outlined in this SLA, ClassLink will respond to service related incidents and/or requests submitted and prioritized by the Customer within the following time frames:
- a. 0-2 hours (during business hours) for issues classified as high priority.
 - b. Within 24 hours for issues classified as medium priority.
 - c. Within 3 working days for issues classified as low priority.

5. Customer Requirements

- 5.1 Customer responsibilities and/or requirements in support of this SLA include:
- a. Reasonable availability of Customer representative(s) when resolving a service related incident or request.
 - b. Proactive communication of necessary information to assist in resolving a service related incident or request.
 - c. Payment for ClassLink subscription costs as invoiced.
 - d. Maintain ample and reliable internet bandwidth for proper functioning of cloud delivered services.

6. Customer Data Unauthorized Disclosure

- 6.1 As soon as practicable, but no later than 72 hours after becoming aware of an unauthorized disclosure of Customer Data, ClassLink will notify the Customer of any such unauthorized disclosure and restore the security of its data system. Thereafter, within 30 business days after the notification, ClassLink will further investigate the incident and provide the Customer with a more detailed notification of the unauthorized disclosure, including the Customer Data components which were disclosed and that appropriate measures have been taken to prevent such unauthorized disclosure in the future. ClassLink agrees to reasonably cooperate with Customer in the Customer's investigation and response to the disclosure.

7. SLA Term

- 7.1 This SLA shall be effective concurrently with the Subscription Term defined in the ClassLink Software License Agreement.

8. Agreed

- 8.1 Customer acknowledges that Customer has read this SLA, understands it, and agrees to be bound by its terms and conditions.

Non-Disclosure Agreement

This Non-Disclosure Agreement (“NDA”) is entered into by and between ClassLink (“Receiving Party”) and Customer (“Disclosing Party”) for the purpose of preventing the unauthorized disclosure of Confidential Information as defined below.

- 1. Definition of Confidential Information:** For purposes of this NDA “Confidential Information” shall include all information or material that has or could have commercial value or other utility in the business in which Disclosing Party is engaged or is required to be kept confidential by law. If Confidential Information is in written form, the Disclosing Party shall label or stamp the materials with the word “Confidential” or some similar warning. If Confidential Information is transmitted orally, the Disclosing Party shall promptly provide a writing indication that such oral communication constituted Confidential Information.
- 2. Exclusions from Confidential Information:** Receiving Party's obligations under this NDA do not extend to information that is: (a) publicly known at the time of disclosure or subsequently becomes publicly known through no fault of the Receiving Party; (b) discovered or created by the Receiving Party before disclosure by Disclosing Party; (c) learned by the Receiving Party through legitimate means other than from the Disclosing Party or Disclosing Party's representatives; or (d) is disclosed by Receiving Party with Disclosing Party's prior written approval.
- 3. Obligations of Receiving Party:** Receiving Party shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the Disclosing Party.
- 4. NDA Term:** This NDA shall be effective concurrently with the Subscription Term defined in the ClassLink Software License Agreement. The nondisclosure provisions of this NDA shall survive the termination of this NDA and Receiving Party's duty to hold confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret, the information no longer is required to be kept confidential by law, or until disclosing Party sends Receiving Party written notice releasing Receiving Party from this NDA, whichever occurs first.
- 5. Relationships:** Nothing contained in this NDA shall be deemed to constitute either party a partner, joint venture or employee of the other party for any purpose.
- 6. Severability:** If a court finds any provision of this NDA invalid or unenforceable, the remainder of this NDA shall be interpreted so as best to affect the intent of the parties.
- 7. Integration:** This NDA expresses the complete understanding of the parties with respect to the subject matter and supersedes all prior proposals, agreements, representations and understandings. This NDA may not be amended except in a writing signed by both parties.
- 8. Waiver:** The failure to exercise any right provided in this NDA shall not be a waiver of prior or subsequent rights.
- 9. Agreed:** Customer acknowledges that Customer has read this NDA, understands it, and agrees to be bound by its terms and conditions.

ClassLink Data Security Statement

We take security and privacy concerns seriously. We are committed to ensuring that your information is secure and your privacy is protected. This *Security Statement* is aimed at being transparent about our security infrastructure and practices, to help reassure you that your data is sufficiently protected.

Our Guiding Principles on Personal Data

- **Data Ownership:** ClassLink acknowledges that all personally identifiable information about students, teachers, administrators, and parents is the property of the educational agencies ClassLink serves.
- **Purpose:** ClassLink is a trusted steward of personal data. Data received from educational agencies is to be used solely for purposes of providing educational services. Such data will not be sold or used for marketing purposes.
- **Type of Data Maintained in ClassLink:** ClassLink maintains personal data needed for the satisfactory operation of the ClassLink system. This data includes what is generally regarded as Directory Information such as name, school building affiliation, grade level, and email address. ClassLink may also maintain profile pictures, cell phone numbers for students age 13+ (to send password reset verification codes), student ID numbers, login credentials for various online resources, and personal computer files (temporarily cached for file transfers between cloud drives and stored until deleted by user for the ClassLink cloud drive). ClassLink does not generally maintain information such as mailing address, gender, date of birth, and other personal demographic data.
- **Protection:** ClassLink keeps all personal data confidential and secure. ClassLink team members are bound by contractual non-disclosure agreements. ClassLink's data security protections include: internal data management policies and procedures, limitations on access to personal data, data encryption (for both data in transit and at rest), data systems monitoring, incident response plans, and safeguards to ensure personal data is not accessed by unauthorized persons when transmitted over communication networks.
- **Disposal of Data:** ClassLink permanently deletes personal data after the termination of a contract, when no longer needed, or when advised to do so by the educational agency.
- **Correction:** ClassLink enables users, or their authorized parents, to review personal information maintained in ClassLink and correct erroneous information.
- **Discovery of a security breach that results in unauthorized release of personal data:** ClassLink shall promptly notify affected educational agencies of such breach, shall conduct an investigation, and shall restore the integrity of its data systems as soon as possible. ClassLink will fully cooperate and assist with required notices to those individuals affected by such breach.
- **Financial Protection:** ClassLink shall maintain business insurance policies to protect the educational agencies it serves.

Hosting

- We host the ClassLink system on Amazon Web Services (AWS). AWS facilities are secure, geographically diverse and are built using best practice security frameworks and standards. Information on the security of Amazon infrastructure can be found at <http://aws.amazon.com/security>.

Security Reviews/Audits

- We engage expert independent security firms to periodically review our policies, procedures, technical infrastructure and software code each year. Certain of these expert firms provide statements that certify our compliance with regulatory requirements such as FERPA, GDPR and COPPA. More information about these certifications can be found at www.classlink.com/privacy.

Commitments to Industry Efforts on Privacy and Security

- ClassLink is a signatory to the Student Privacy Pledge (<http://studentprivacypledge.org>). More information about these certifications can be found at www.classlink.com/privacy.

Compliance with General Data Protection Regulation (GDPR)

- General Data Protection Regulation (GDPR) is the current body of regulation regarding the handling of personal data for citizens of the European Union (EU). The primary objective of the GDPR is to give citizens control of their personal data. ClassLink is compliant with the EU General Data Protection Regulation. GDPR includes 11 chapters and nearly 100 articles. More information can be found at www.classlink.com/privacy.

We value your business and respect the importance of information security. We continually strive to mitigate and minimize risk. Computer security is a relative concept. No computer system connected to the Internet can be completely secure and no amount of testing can disclose all possible vulnerabilities. Accordingly, this *Security Statement* does not guarantee the complete security of our systems. We provide this *Security Statement* so that you understand we are committed to your information security by best practice / risk management strategies. You may also need this *Security Statement* for your auditors and insurance policy holders. If you require any further information, please don't hesitate to contact us.

Signature of Acceptance

The following is the signature of acceptance to the terms of the attached:

ClassLink Software License Agreement

ClassLink Service Level Agreement

Non-Disclosure Agreement

Accepted by:

Customer:

ClassLink:

SANTA ROSA CITY SCHOOLS

Name of Organization

SANTA ROSA CA 95401

City, State Zip



Signature



Signature

Adian Bica

Print Name

Brian Kim

Print Name

Executive Director, Technology

Title

Controller

Title

8/31/2021
Type text here

Date

8/31/21

Date

Fax to 973-546-5981 or email to accounting@classlink.com



Quote No.	Opportunity No.	Date
Q-43591	OPP-131219	8/18/2020

Remit To	Contact Info
n2y, LLC PO Box 550 Huron, OH 44839	Julie Promes jpromes@srcs.k12.ca.us

Bill To	Ship To
Santa Rosa City Schools 211 Ridgeway Avenue Santa Rosa, California 95401	Santa Rosa City Schools 211 Ridgeway Avenue Santa Rosa, California 95401

Date	Payment Terms	RFP / Contract #	Purchase Order
8/18/2020	Net 30		

Qty	Item	Description	Type	Sub No.	Sub Start Date	Sub End Date	Unit Cost	Amount
1	SSX	SymbolStix PRIME® / SYMBOLSTIX®	Renewal	139143	8/21/2020	8/20/2021	\$99.00	\$99.00
5	ULS	Unique Learning System®	Renewal	118891	8/18/2020	8/20/2021	\$559.07	\$2,795.35

Thank you for your business! In need of additional assistance? Please call us at (419) 433-9800 or (800) 697-6575.

Sub-Total: \$2,894.35
Sales Tax: \$0.00
Total: \$2,894.35

Please Note:

1. This Quote is valid for 90 days. Purchase orders or payment via credit card must be received within 90 days from the date of this Quote to guarantee the listed price.
2. Multi-year Quotes require full payment of the Quote amount up front.
3. Prices are subject to change without notice. All orders are subject to our standard terms and conditions. ([Terms of Use & Privacy Policy](#))
4. n2y accepts credit cards for orders up to \$5,000 and checks or ACH payments for orders over \$5,000. Your Sales Representative would be happy to address any questions you might have regarding these policies.



Quote No.	Opportunity No.	Date
Q-43591	OPP-131219	8/18/2020

NOTE: Your order/Quote will not be processed until we receive a copy of your purchase order. Tax exempt organizations must include a copy of your state tax exempt form with your purchase order. All orders without a state tax exempt form will be charged sales tax at the applicable state rate.

There are four ways to process this Quote:

1. Fax your purchase order and a copy of your Quote to **(419) 433-9810**.
2. Email your purchase order either to **sales@n2y.com** or to your Sales Representative.
3. To request to use a credit card for payment, contact n2y Sales at (419) 433-9800 or (800) 697-6575 between the hours of 8:00am-4:30pm EST, Monday-Friday.
4. Mail your purchase order to the address below. Be sure to attach a copy of this Quote or reference **Quote Number Q-43591** on the purchase order.

n2y, LLC
PO Box 550
Huron, OH 44839

Cancellation of training day(s) requires a 30 day notification. Failure to cancel within 30 days of initial training date may result in a cancellation fee of up to 50%.

For additional assistance with your order, please call n2y at (419) 433-9800 or (800) 697-6575.

Sincerely,

Bill Peterson
Account Executive
bpeterson@n2y.com
(419) 433-9800 ext. 1162

Service Agreement

This Agreement is made and entered into on August 27, 2021 by and between Gary D. Nelson Associates, Inc. ("Nelson") located at 19080 Lomita Avenue, Sonoma, CA. 95476, and Santa Rosa City School District ("Client"), located at 211 Ridgway Avenue Santa Rosa, CA. 95401, and is subject to the Agreement Terms and Conditions below. Nelson will provide services under this Agreement to Client effective August 27, 2021 and remain in effect until August 27, 2022. Nelson and Client shall be referred to collectively as the "Parties," or individually as a "Party."

Compliance with the Law. The Parties agree to comply with all applicable federal, state, and local laws relating to employment matters including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, and the Civil Rights Acts of 1966, 1970, and 1971.

Nature of Relationship. The services that Nelson will render to Client under this Agreement will be as a vendor. Nothing contained in this Agreement will be construed to create the relationship of principal and agent, or employer and employee, between Nelson and Client.

Pricing and Terms for Services Provided by Nelson Staffing, a division of Gary D. Nelson Associates, Inc. ("Nelson"). This pricing does not apply to any other divisions of Nelson.

- **Temporary Rate:** 60% markup above employee pay rate.
- In California, any hours worked in excess of 8 hour per day or 40 hours per week will be billed at time and one-half (1 ½) the hourly bill rate. All Nelson temporary employees will be paid overtime as required by state and federal wage and hour laws.
- A Statutory Surcharge will be added to each invoice for costs relating to local, city, state, and/or federally mandated employee benefits and/or training.
- Nelson will bill back to Client the cost of sick leave taken by employees at the regular hourly rate.
- Nelson reserves the right to request from the Client an increased markup and may adjust the Statutory Surcharge due to changes to the mandated employee benefits and/or training.
- **Temporary-to-Hire Fee Terms:** The fee to hire our temporaries on full-time is as follows. The fee will be twenty-five percent (25%) of the candidate's expected base salary based on the schedule below. Part-time roles have a minimum fee of \$5,500.

Hours	Credit
0 – 180	No credit
181 – 360	Credit of 25% for fee
361 – 540	Credit of 50% of fee
541 – 720	Credit of 75% of fee
721+	\$1,000 conversion fee

- **Temporary Services Guarantee:** Nelson offers an 8-hour guarantee for all temporary positions. If for any reason the candidate does not meet your expectations and you are not completely satisfied, you have no obligation to pay for the first 8 hours of service.
- **Screening:** Client has indicated that pre-employment drug and background screening is not required under this contract.
- **Direct Hire Fee:** It has been agreed between the parties that there will be a fee equal to twenty-five percent (25%) of the candidate's first year's salary during the candidate's first year of employment.
- **Direct Hire Guarantee:** Each placement is guaranteed for thirty (30) calendar days, effective the day the candidate begins. If the employer terminates for cause or the employee voluntarily resigns during the first thirty (30) calendar days, the fee will be prorated at 1/30th of the original fee for each consecutive calendar day employed, and the portion of the fee that exceeds that amount will be promptly refunded. This guarantee is only valid if the invoice is paid within ten (10) days of candidate start date and void in the case of company downsizing, reorganization, sale, merger, relocation, or other significant changes in the conditions of the role or agreed upon compensation provided to the candidate.

- **Payroll Services:** Nelson's payroll services are available upon Client's request. These individuals may be former Client employees, or other individuals Client has identified for temporary work at Client's Company. Client agrees to comply with all employment laws governing its relationship with payrolled workers and agrees to indemnify and hold Nelson harmless from claims arising from Client's employment relationship with such workers. Hourly bill rate to be determined on a case-by-case basis.
- **Payroll Markup Rate:** 50% mark-up above employee pay rate.
- **Payment Terms:** Payment is due within ten (10) days from the date of invoice. Direct Hire placement invoices are submitted on the start date of the candidate. Temporary and consulting services invoices are processed weekly and are generated from the employee's timecard. If it becomes necessary to file suit for collection purposes, attorney's fees shall be paid to the prevailing party. Any amounts not paid within thirty (30) days of the due date shall be subject to a finance charge of 1.5% per month (18% per annum).
- **Indemnification:** Each party agrees to indemnify, defend, and hold the other, and its officers, directors, employees, and agents harmless from any claim which arises out of the indemnifying party's failure to comply with the terms of this Agreement; violation of applicable federal, state, or local law; or negligence. Promptly upon becoming aware of a claim subject to indemnification under this Agreement, the indemnified party must give notice of the claim to the indemnifying party, accompanied by a copy of any written documentation regarding the claim received by the indemnified party. The indemnifying party will, at its option, settle or defend, at its own expense and with its own counsel, the claim. The indemnified party will have the right, at its option, to participate in the settlement or defense of the claim, with its own counsel and at its own expense; however, the indemnifying party will have the right to control the settlement or defense of the claim. The indemnifying party will not enter into any settlement that imposes any liability or obligation on the indemnified party without the indemnified party's prior written consent. The parties will cooperate in the settlement or defense and give each other full access to all relevant information.

Client Responsibilities:


- **Confidentiality:** The candidates whom Nelson presents to Client are obtained as a result of Nelson's work and reputation and these candidates may want their job search to be kept confidential. Client and its agents agree to keep confidential the identities and related information concerning Nelson candidates. The information is to be used solely for the purpose of Client considering these candidates for employment by Client and with Client agreeing to not contact either candidate or any related references without Nelson's prior permission.
- **Cash and Valuables:** Client shall not entrust Nelson employees with unattended premises, or give access to Nelson employees any cash, cash negotiables, or other valuables, without Nelson's prior written consent. Client agrees to waive any claim against Nelson and to hold Nelson harmless and to indemnify Nelson from any costs, claims or losses which occur in whole or in part from Client's failure to comply with this provision.
- **Training and Supervision:** Client agrees that Nelson employees will be adequately protected, trained, and supervised and provided with the equipment and supervisory protection necessary to the preservation of their right of privacy, their ability to perform their assignment, and their safety, as required by law. Client shall comply with its legal obligations to protecting Nelson employees from harassment, or any improper interference with their ability to perform their work.
- **Notification of Changes to Personnel's Job Duties:** Client agrees, upon any change in job duties from those for which Personnel was initially placed, to obtain written agreement from Nelson. This is necessary to ensure that Nelson is properly informed in order to assess the risk of the duties and responsibilities of Nelson Personnel. If Client makes a change without Nelson's written consent, then Client agrees to reimburse Nelson for any additional cost incurred, including, without limitation, the increased cost of insurance premiums for Worker's Compensation coverage.
- If Nelson's candidate is referred to Client and is not hired, but Client refers the candidate to another division of Client Company, or a different company resulting in the candidate hiring, Client is liable for the fee.
- Should Client decide to hire or contract with any Nelson candidate that was placed at Client Company through Nelson, or interviewed as a result of Nelson, and do so without Nelson's written consent, Client agrees, even if the candidate was referred to a position by another agency, to pay Nelson a placement fee equal to twenty-five percent (25%) of the first year's salary effective as of the date of Client hiring contract. This obligation continues for 365 days from the day Nelson presented the candidate or the last day the candidate was on Nelson payroll.

Service Agreement

- Client agrees that should they, their subsidiary, or any related company, decide to hire or contract with a Nelson internal employee for any position, and do so without Nelson's written consent, to pay Nelson a placement fee in the amount of twenty-five percent (25%) of the employee's base salary due and payable within ten (10) days. This obligation continues for 365 days from the last day that Nelson is responsible to pay employee.
- Client warrants that the signature on the timecard certifies that the hours worked are correct and acceptable to Client for billing purposes, and that the work was performed in a satisfactory manner.
- Non-exempt employees furnished by Nelson to Client shall submit timecards to Client each week recording the number of hours worked in the preceding calendar week. Client shall review and approve those timecards, which accurately state the number of hours worked. The timecards approved by Client shall be the basis of the amounts billed to Client by Nelson for the services of its employee. Client approved timecards must be submitted to Nelson by the following deadlines: (i) Paper Timecards must be submitted by 10:00 am on Monday; (ii) electronically through NelsonTime must be submitted by 2:00 pm Monday.

The individual signing this Agreement on behalf of Client represents and warrants that he/she has the authority to enter into this Agreement on behalf of Client and to bind Client to the terms hereof.

Santa Rosa City School District

Signature: 

Print Name: Rick Edson

Title: Deputy Superintendent

Date: 8/27/21

Gary D. Nelson Associates, Inc.

Signature: _____

Print Name: Joseph T. Prusko

Title: Chief Financial Officer

Date: _____

DATA SHARING AGREEMENT BY AND BETWEEN
THE SONOMA COUNTY OFFICE OF EDUCATION AND
THE PARTICIPANTS IN THE 2021-2022 SONOMA COUNTY ROOSTER FELLOWSHIP

This Data Sharing Agreement (“Agreement”) is made by and between the Sonoma County Office of Education (“SCOE”) and the Participants in the 2021-2022 Sonoma County Rooster Fellowship (“Participants”). Participants include Sonoma Valley Unified School District, Old Adobe Union School District, Sonoma County Office of Education- Alternative Education Department, Santa Rosa City Schools, West Sonoma County Union High School District, and Piner Olivet Union School District.

RECITALS:

WHEREAS, [Purpose and description of activity] the SCOE has requested certain personally identifiable information from the Participants in connection with a study it is conducting for, or on behalf of educational agencies in Sonoma County to improve instruction;

WHEREAS, the Family Educational Rights and Privacy Act of 1974 (FERPA), set forth in Title 20 U.S.C. § 1232g and its implementing regulations at 34 C.F.R. §§ 99.1 *et seq.*, generally prohibits the disclosure of students’ personally identifiable information without consent, subject to certain exceptions;

WHEREAS, 34 C.F.R. § 99.31(a)(6) allows for disclosure of students’ personally identifiable information to organizations conducting studies for, or on behalf of, educational agencies or institutions to improve instruction without written parental consent;

WHEREAS, California law contains similar prohibitions on the disclosure of students’ personally identifiable information without consent, and contains an identical provision allowing disclosure of students’ personally identifiable information to organizations conducting studies for, or on behalf of, educational agencies or institutions to improve instruction without written parental consent, at Education Code § 49076;

WHEREAS, the purpose of this Agreement is to share data, as outlined in Appendix A, between the Participants, in a manner consistent with FERPA and California law in regard to data necessary to fulfill the purposes of the Sonoma County Rooster Fellowship (“Study”);

WHEREAS, the Study is led by the SCOE and is a part of the Restorative Culture Collaborative and E3 Community of Practice work that seeks to assist with spreading the will and pedagogical skills to improve equity, empathy, and engagement among students in Sonoma County;

WHEREAS, the Study will occur during the 2021-2022 school year;

WHEREAS, the Participants seek to use the Study to improve academic achievement and social/emotional skills of students in Sonoma County by allowing access to individual student records

consistent with the requirements of FERPA California law, which will assist the Participants in improving student outcomes and indicators and meeting targets and other goals;

WHEREAS, the Study will be conducted in a manner such that that information is shared in a way that personally identifiable information from educational records is used only to meet the purposes of the Study; that access to personally identifiable information will be granted only to those with legitimate interests; and that access to personally identifiable information of parents and/or students is limited to individuals who are representatives of the Participants and who have legitimate interests in the information;

WHEREAS, [Destruction/return of records when no longer needed and time period] FERPA requires that the information be destroyed when no longer needed for the purposes for which the Study is conducted; and

WHEREAS, data will be destroyed or returned no later than June 30, 2022, or upon termination of this Agreement, whichever occurs first;

NOW, THEREFORE, IT IS AGREED as follows:

I. TERM OF AGREEMENT

This Agreement shall take effect upon signature by the authorized representative of each Participant, and shall remain in effect until June 30, 2022, or termination pursuant to Paragraph V of this Agreement, whichever is sooner. Upon termination of this Agreement, the Participants shall provide assurances to the SCOE by letter that all data obtained under this Agreement will be promptly destroyed or returned in accordance as required by FERPA. At the conclusion of the Study, any data shared with the Study remains the property of the Participant who shared the data.

II. DEFINITIONS AND ABBREVIATIONS

- a. "Destroy" means to shred and confidentially dispose of all paper copies, and to delete and digitally destroy all digital copies.
- b. "Disclose" or "disclosure" means to permit access to or the release, transfer, or other communication of personally identifiable information contained in education records by any means, including oral, written, or electronic means, to any party except the party identified as the party that provided or created the record. (34 C.F.R. § 99.3).
- c. "Education records" includes those records that are: directly related to a student; and maintained by an educational agency or institution or by a party acting for the agency or institution, subject to the specific exclusions found in 34 C.F.R. § 99.3. (34 C.F.R. § 99.3).
- d. "Personally identifiable information" includes, but is not limited to, the student's name; the name of the student's parent or other family members; the address of the student or student's family; a personal identifier, such as the student's social security number, student number, or biometric record; other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name; other information, that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates. (34 C.F.R. § 99.3).

III. RESPONSIBILITIES UNDER THE AGREEMENT

a. Joint Responsibilities:

- i. The Participants shall comply with the provisions of FERPA in all respects. Nothing in this Agreement may be construed to allow any signatory to this Agreement to maintain, use, disclose, or share student education records in a manner not allowed by federal or state law or regulation.
- ii. The Participants will ensure compliance with California law related to privacy of pupil records, at Education Code §§ 49060 *et seq.*
- iii. Any personally identifiable information exchanged via this Agreement may not be used for purposes outside of the scope of the Study, including linkage to any other datasets.
- iv. Each Participant will identify one point of contact/data custodian who is responsible for processing and responding to data requests from other Participants.
- v. The Participants will ensure that use of personally identifiable information is used for the Study's purpose and goal of measurably increasing self-reported student engagement in one classroom.

b. Responsibilities of SCOE:

- i. The SCOE will collect all data provided by the Participants involved in the Study, as identified in Appendix A, and will keep confidential all raw data shared by the Participants. The SCOE will enter all raw data into a non-public, digital Qualtrics survey account, and will report, by Participant, disaggregated student responses to survey questions every week, from September 2021 through May 2022.
- ii. The SCOE agrees to maintain all data, both raw and disaggregated, as confidential, except for use by the Study. The SCOE will not share any data received under this Agreement with any other entity, organization, or individual.
- iii. The SCOE will destroy all data received under this Agreement on or before June 30, 2022.
- iv. Consistent with December 2011 guidance from the U.S. Department of Education, post for public access a copy of this Agreement on the Restorative Practices (www.scoe.org/restorative) page of the SCOE's website.

c. Responsibilities of the Participants:

- i. The Participants agree to use data shared under this Agreement for no purpose other than the Study.
- ii. The Participants agree not to share or re-disclose personally identifiable information received under this Agreement with any other entity, organization, or individual. This does not prohibit each Participant from sharing their students' de-identified aggregate or disaggregate student data consistent with FERPA and California law.
- iii. The Participants agree to provide SCOE with demographic information for one classroom/class/section of students; use disaggregated survey reports to

improve instruction; share analysis of their survey reports with other Participants; and, if desired, show other Participants their survey reports.

- iv. The Participants agree to establish procedures to ensure that all personally identifiable student information is kept secured and only access by personnel who are authorized to have access to said data for the purposes of conducting the Study, and to promptly notify SCOE of any potential or actual breach of this Agreement.
- v. Each Participant agrees to destroy all data from other Participants on or before June 30, 2022.

IV. TERMINATION OF AGREEMENT

At any time, any party may give thirty (30) days' written notification of the termination of this Agreement to the other parties.

Sonoma Valley Unified School District

Adrian Palazuelos, Superintendent

Date

Old Adobe School District

Sonjhia Lowery, Superintendent

Date

Sonoma County Office of Education- Alternative Education

Georgia Ioakimedes, Director

Date

Santa Rosa City Schools

Anna Trunnel, Superintendent

Date

West Sonoma County Union High School District

Toni Beal, Superintendent

Date

Piner Olivet Union School District

Steve Charbonneau, Superintendent

Date

Sonoma County Office of Education

Steven D. Herrington, Sonoma County Superintendent

Date

APPENDIX A: Data Description

- Student self-reports via digital survey
- CALPADS data, including CALPADS ID, student email, race, ethnicity, gender, English Learner designation, special education primary eligibility designation, free and reduced lunch designation, Foster Youth designation, and McKinney-Vento designation



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 Maxim Healthcare Staffing, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-3213-0-1778-3140-5800-119-5198 - 30%
01-3213-0-1778-3140-5800-249-5198 - 70%

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

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

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

Number of Individuals Served: District-wide as needed

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

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

Contract Created by: Steve Mizera, Ed. Services Phone #: 30805
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Sept. 1, 2021 Proposed Contract End Date: January 12, 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:

Orientation. DISTRICT will facilitate MAXIM Personnel in obtaining an adequate and timely orientation to Schools and Service Locations. DISTRICT shall review instructions regarding confidentiality (including student and employee), and orient MAXIM Personnel to the specific Exposure Control Plan(s) and Emergency Action Plan(s) and/or Protocol(s) of the DISTRICT as it pertains to OSHA requirements for blood borne pathogens, as well as any of the DISTRICT'S specific policies and procedures provided to MAXIM for such purpose.

Responsibility for Student Care. DISTRICT'S responsibilities include, but are not limited to Protocol(s) for how Service(s) will be provided, including, but not limited to: Protocol(s) itself and compliance with Free Appropriate Public Education (FAPE) guidelines, Occupational Safety and Health Administration (OSHA) requirements, California Department of Health Guidelines for re-opening of schools and any other applicable federal or state law and guidelines.

DISTRICT retains full authority and responsibility for directing the Service(s). Additionally, CLIENT retains full authority, responsibility, and oversight over any applicable Protocol(s) for how Service(s) will be provided, including, but not limited to:, Family Educational Rights and Privacy Act ("FERPA"), and any other applicable federal or state law and guidelines Protocol(s) instruction(s) provided to MAXIM Personnel, additionally provided pursuant to Orientation requirement(s); and compliance with Work Environment, Supplies, and Data Security requirement(s), including that those Sections shall comply with this Section's referenced laws. Additionally, DISTRICT agrees to indemnify and hold harmless MAXIM, its directors, officers, shareholders, employees, and agents from and against any and all claims, actions, or liabilities arising out of and/or in connection with any Protocol(s) provided to MAXIM and/or MAXIM Personnel, including whether or not Protocol(s) were followed by DISTRICT.

Work Environment. DISTRICT will provide a clean and properly maintained workspace(s) for MAXIM to conduct the Service(s) that will enable MAXIM to safely provide Services to Student(s). DISTRICT will provide furniture at its sole risk to include, but not limited to, tables and chairs, and allow MAXIM Personnel reasonable access to telephones for business use. MAXIM will not be responsible for the proper maintenance of any property supplied by DISTRICT.

(b) CONTRACTOR's Responsibilities and Duties:

Supplemental Staffing Service(s). CONTRACTOR will, upon request by DISTRICT, provide supplying 15 COVID Admin Assistants to Santa Rosa City Schools to help support COVID testing efforts as specified by DISTRICT (collectively, "Personnel") for supplemental staffing services, subject to availability of qualified Personnel. The Contractor will provide Personnel who work under the Direction of the Superintendent's Designee. The Personnel will be responsible to be available at the hours and days of school business hours. Unless otherwise noted, the Personnel are expected to provide their own transportation to and from the job site assigned to them. The Contractor will provide staff adequate to the work assigned them and as agreed upon with the Client.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on September 9, 2021, and will continue through January 12, 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 Three Hundred Seventy-Five Thousand Dollars (\$375,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Not to exceed the amount of \$375,000.00

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 proposed bill rate of \$45/hr will help with ensuring that we can hire quickly to match the requested number of staffs by an estimated 9/13/21 start date by giving us the flexibility to offer more competitive pay packages to potential candidates and help with attracting interest in the role.

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.
- 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 full responsibility for the acts and/or omissions of his/her employees or agents as they relate to the services to be provided under this CONTRACT. CONTRACTOR

shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to CONTRACTOR and CONTRACTOR'S employees.

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

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

17. Compliance with Applicable Laws. The services completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT'S general right of inspection to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all federal, state, and local laws, rules, regulations, and ordinances that are now or may in the future become applicable to CONTRACTOR,

CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this CONTRACT or accruing out of the performance of such operations.

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

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersedes any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment executed by both parties. Should the CONTRACT terms conflict with any amendments attached hereto, this CONTRACT shall govern.

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

DISTRICT:

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

mmartin@sres.k12.ca.us

CONTRACTOR:

Name: Maxim Healthcare Staffing Services, Inc.

Attention: Contracts Department
Street: 7227 Lee DeForest Drive

City/State/Zip: Columbia, MD 21046

Phone: 410-910-1500

Email: Contracts@maxhealth.com

COPY TO:
Maxim Healthcare Staffing Services, Inc.
6475 Christie Ave
Emeryville, CA 94608
ATTN: Richard Rodriguez
510-982-3817
rrodri@maxhealth.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 201__.

DISTRICT

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Signature: _____

Rick Edson

Print Name: _____

Deputy Superintendent

Title: _____

mmartin@sres.k12.ca.us

Email: _____

707-890-3800

Phone: _____