

PANORAMA EDUCATION – SERVICE ORDER



Primary Contact Information			
Client		Panorama Education, Inc. ("Panorama")	
<i>Client Legal Name ("Client")</i>	Santa Rosa City Schools	<i>Company Name</i>	Panorama Education, Inc.
<i>Primary Contact, Title</i>	Kaesa Enemark, Coordinator of Student And Family Engagement	<i>Primary Contact, Title</i>	Aly Russo, Account Director
<i>Billing / Payment Address</i>	211 Ridgway Ave	<i>Billing Address</i>	24 School St. Fourth Floor
<i>City / State / Zip</i>	Santa Rosa, CA 95401	<i>City / State / Zip</i>	Boston, MA 02108
<i>Primary Contact Email Address</i>	kenemark@srcs.k12.ca.us	<i>Email</i>	arusso@panoramaed.com
<i>Primary Contact Phone Number</i>	707-890-3800 x 80412	<i>Phone</i>	617-829-3651
<i>Accounts Payable Contact</i>			
<i>Accounts Payable Email Address</i>			
<i>Accounts Payable Phone Number</i>			
<i>Purchase Order Required?</i>	Yes [<input checked="" type="checkbox"/>] No [<input type="checkbox"/>]		
(1) Description of Services and (2) Fees			
Renewal Services & Fees			
<i>Effective Date:</i> <u>6/28/2022</u>			
<i>Contract Term:</i> <u>6/28/2022-6/27/2025</u>			
Description of Services		Fees	
<u>Annual Licenses:</u> Panorama Social-Emotional Learning and Check-ins: Platform License Access to Platform and Support (as defined in the Terms and Conditions): Survey administration, analysis and reporting. <ul style="list-style-type: none"> • Student surveys • Roster integration with Aeries SIS 		<i>Legacy Annual License Fee:</i>	\$31,500 / year

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<ul style="list-style-type: none"> • Access to Panorama’s Playbook and library of SEL intervention strategies • Check-in surveys 		
<p>Services:</p> <p>Project Management Includes dedicated Client Success Manager who will work with the client's main point of contact to execute a successful project administration.</p> <ul style="list-style-type: none"> • Develop project timeline • Manage setup and administration • Customize configurations • Coordinate rollout of reports <p>Foundations Package Includes one virtual workshop from Panorama's core offerings menu. Virtual workshops are group learning experiences, ideally for fewer than 50 participants. While in sessions, participants engage in hands-on learning and discussion to build knowledge and skills that support professional practice. Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat moderation.</p> <p>*Rollover from 21-22 Contract- One Virtual Workshop (Core Offering) Includes a consultative planning session with a professional learning specialist and up to 2 hours of virtual facilitation for groups <50 (Larger sessions can be supported as interactive webinars, and additional facilitators can be added for breakout rooms or chat moderation at an additional cost).</p>	<p><i>Annual Project Management Fee:</i> \$7,000 / year</p> <p><i>Annual PD Fee:</i> \$3,000 / year</p>	
<p><i>8% License Fee Discount for 3 Year Commitment: (\$2,520/ year)</i></p>		
<p>Subtotal: \$38,980 / year</p> <p>Total Over Contract Term: \$116,940</p>		
<p>Expansion Services & Fees</p> <p>Effective Date: <u>Date agreement is fully countersigned</u></p> <p>Contract Term: <u>3 Years</u></p>		
<p>Description of Services</p>	<p>Fees</p>	

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<p><u>Annual Licenses:</u> Teacher/Staff Surveys + Adult SEL: Platform License</p> <ul style="list-style-type: none"> Teacher & Staff Surveys 	<p>Annual License Fee:</p>	<p>\$7,000 / year</p>
<p><u>Services:</u></p>	<p>Annual Services Fee: <i>(Included in Renewal)</i></p>	<p>\$0 / year</p>
<p><u>Professional Development:</u></p>	<p>Annual PD Fee: <i>(Included in Renewal)</i></p>	<p>\$0 / year</p>
<p>8% License Fee Discount for 3 Year Commitment: (\$560/ year)</p>		
<p>Subtotal: \$6,440 / year</p> <p>Total Over Contract Term: \$19,320</p>		
<p>Annual Contract Total: \$45,420 / year <i>(Invoiced on Effective Date)</i></p> <p>Total Over Contract Term: \$136,260</p>		
<p>(3) Agreement</p>		
<p>The entire agreement by and between Client and Panorama ("<u>Agreement</u>") consists of (i) the terms set forth in this Service Order ("<u>SO</u>") and (ii) the terms attached as Exhibit A to, and hereby incorporated by reference into, this SO ("<u>Terms</u>").</p>		
<p>(4) Supplemental Terms and Conditions (if any)</p>		
<p>Contract to be invoiced annually on the effective date each year.</p>		
<p>Authorization</p>		
<p>By signing below, Client and Panorama ACCEPT AND AGREE TO the Agreement as of the Effective Date.</p>		
<p>Client Signature:</p>	<p>Print Name, Title:</p>	<p>Date:</p>
<p>Panorama Signature:</p>	<p>Print Name, Title:</p>	<p>Date:</p>

Exhibit A

Terms

BACKGROUND

Panorama is an education technology company that provides a cloud-based platform-as-a-service and related support services to enable schools and school districts to analyze student and school data, measure social-emotional learning, and design and implement survey programs for students, staff and parents or authorized guardians ("Platform"). The client named on the Service Order attached hereto ("Client") and Panorama have entered into an agreement consisting of the attached Service Order, including any exhibits attached thereto, ("SO"), these terms ("Terms" and collectively with the SO, "Agreement"). From time to time hereafter, Client and Panorama may enter into additional service orders pursuant to which Client may purchase additional rights to use the Platform and receive additional services, provided that these Terms will be incorporated by reference into and apply to each such additional service order to create a separate agreement that governs each such additional service order, in each case to the exclusion of any other terms or conditions that either party seeks to impose or incorporate or that are implied by course of dealing.

1 RIGHT TO USE PLATFORM

1.1 Platform. Subject to this Agreement, Panorama hereby grants Client (including Client's students, employees, and parents and authorized guardians of Client's students, all as applicable and described in the relevant SO, ("Authorized Users")), the limited, nonexclusive, nontransferable, non-sublicenseable right to access and use the Platform via the Internet during the Term solely for Client's use, in accordance with applicable laws and regulations and the Platform's intended uses as communicated to Client by Panorama.

1.2 Limitations. Except as expressly permitted in the Agreement, Client will not and will not authorize or allow any third party to: (a) provide access to the Platform to any person who is not an Authorized User or (b) reverse engineer, decompile, disassemble or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Platform; (c) modify, translate or create derivative works based on the Platform; (d) copy, rent, lease, distribute, pledge, assign or otherwise transfer or allow any lien, security interest or other encumbrance on the Platform; (e) use the Platform for timesharing or service bureau purposes or otherwise for the benefit of a third party; (f) hack, manipulate, interfere with or disrupt the integrity or performance of or otherwise attempt to gain unauthorized access to the Platform or its related systems, hardware or networks or any content or technology incorporated in any of the foregoing; or (g) remove or obscure any proprietary notices or labels of Panorama or its

suppliers on the Platform or on any printed or digital materials provided by Panorama.

1.3 Compliance with Laws. Panorama is responsible for compliance with federal, state local laws and regulations to the extent they govern Panorama's activities, including providing the Platform to Client. Client is responsible for compliance with federal, state and local laws and regulations to the extent they govern Client's activities, including but not limited to the use by Client of the Platform to collect, record, retain, use and disclose any individual's information. Without limiting the foregoing, each party is responsible for determining its own obligations, including but not limited to notice and consent obligations, under the Family Educational Right to Privacy Act and its implementing regulations ("FERPA") and the Protection of Pupil Rights Act and its implementing regulations ("PPRA"). The parties agree that they intend for the collection and use of personally identifiable information (as defined under FERPA) for only legitimate educational purposes and other purposes allowed under relevant laws, including but not limited to FERPA and PPRA. Client hereby gives its consent to Panorama on behalf of parents (as defined under FERPA, PPRA and the Children's Online Privacy Protection Act ("COPPA")) of children from whom any personal information (as defined under COPPA) may be gathered in connection with this Agreement and the Platform. Panorama shall not be obligated to obtain consents from parents directly.

2 INTELLECTUAL PROPERTY; PRIVACY; SECURITY

2.1 Client Data. As between Client and Panorama, Client owns data input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users, that constitutes personally identifiable information (as defined under FERPA), such as student survey responses reported on an individual level, ("Client PII") and (b) any other data and content input into the Platform, or otherwise provided to Panorama, by Client and Authorized Users or on their behalf, such as survey questions, ("Non-PII" and together with PII "Client Data"). Client hereby grants Panorama a nonexclusive, worldwide, royalty-free, fully paid up, sublicenseable (through multiple tiers): (i) right and license during the Term to copy, distribute, display, create derivative works of and use Client Data to perform Panorama's obligations under this Agreement; (ii) perpetual, irrevocable right and license to copy, modify and use Client PII to create aggregated, non-personally identifiable data sets ("Blind Data") and copy, distribute, display, create derivative works of and use Blind Data for benchmarking, research or development purposes, including published research; and (iii) perpetual, irrevocable right and license to copy, distribute, display, create derivative works of and use Non-PII, for any and all purposes,

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in any form, media or manner. Client reserves any and all right, title and interest in and to Client Data other than the licenses therein expressly granted to Panorama under this Agreement.

2.2 Panorama Intellectual Property. Panorama retains all right, title and interest in and to the Platform, including but not limited to learning content, teaching materials, survey questions, underlying research and methodologies (by whomever produced except to the extent Client produced such material), all copies and parts of any of the foregoing, and all intellectual property rights therein. Panorama grants no, and reserves any and all, rights other than the rights expressly granted to Client under this Agreement with respect to the Platform.

2.3 Client Feedback. Client may from time to time provide suggestions, comments for enhancements or functionality or other feedback ("Feedback") to Panorama with respect to the Platform. Panorama has full discretion to determine whether to proceed with development of the requested enhancements, features or functionality. Client hereby grants Panorama a royalty-free, fully paid-up, worldwide, transferable, sublicenseable, irrevocable, perpetual license to: (a) copy, distribute, transmit, display, perform, and create derivative works of the Feedback in whole or in part; and (b) use the Feedback in whole or in part, including without limitation, the right to develop, manufacture, have manufactured, market, promote, sell, have sold, offer for sale, have offered for sale, import, have imported, rent, provide and lease products or services that practice or embody, or are configured for use in practicing, the Feedback in whole or in part.

2.4 Panorama Privacy Policy. Panorama's Privacy Statement, as may be amended from time to time, is available at <https://www.panoramaed.com/privacy>.

2.5 Data Security and Privacy.

1. (a) Panorama will implement and maintain an information security program that is consistent with industry recognized practices, which include using commercially reasonable administrative, physical and technical safeguards designed to protect the Platform from unauthorized access that could compromise the security, confidentiality or integrity of Client PII. Panorama shall: (i) use reasonable efforts to secure physical premises where Client PII will be processed and/or stored and (ii) take reasonable precautions with respect to the employment of, access given to, and education and training of personnel engaged by Panorama to perform its obligations under this Agreement.

2. (b) Client will and will instruct its Authorized Users to: (i) use the Platform to collect, record, retain, use and

disclose personally identifiable information only to the extent necessary for its legitimate educational purposes; (ii) otherwise provide Panorama with personally identifiable information only to the extent necessary for Panorama to provide the Platform and perform its obligations under the Agreement; (iii) input personally identifiable information into the Platform only as prescribed by Panorama and only in the fields designated by Panorama ("Structured Fields"); (iv) use reasonable efforts to prevent unauthorized access to or use of the Platform; and (v) notify Panorama promptly of any known or suspected unauthorized access or use. Client will assist Panorama in all efforts to investigate and mitigate the effects of any such incident.

3. (c) If during the Term or upon termination of this Agreement Client requests in writing, Panorama will delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards.

4. (d) Panorama shall not be responsible for any personally identifiable information input into the Platform in a manner not prescribed by Panorama or in a field that is not a Structured Field.

3 FEES; PAYMENT TERMS

3.1 Fees; Payment Terms. Unless otherwise indicated on the SO, Client will pay all fees within thirty (30) days of the invoice date. If payment of any fee is not made when due and payable, a late fee will accrue at the rate of the lesser of one and one-half percent (1.5%) per month or the highest legal rate permitted by law and Client will pay all reasonable expenses of collection. In addition, if any past due payment has not been received by Panorama within thirty (30) days from the time such payment is due, Panorama may upon written notice to Client suspend access to the Platform until such payment is made.

3.2 Taxes; Tax Exemption. All amounts payable by Client to Panorama hereunder are exclusive of any sales, use and other taxes or duties, however designated, including without limitation, withholding taxes, royalties, know-how payments, customs, privilege, excise, sales, use, value-added and property taxes (collectively "Taxes"). To the extent applicable, Client will be solely responsible for payment of all Taxes and will not withhold any Taxes from any amounts due Panorama. For the avoidance of doubt, Taxes do not include taxes based on Panorama's income. Client is responsible for determining whether it qualifies for any tax exemption, and if Client claims it is tax-exempt, it will, upon request from Panorama, provide documentation evidencing its tax-exempt status.

4 TERM, TERMINATION

4.1 Term. The term of the Agreement will commence on the Effective Date and, unless earlier terminated in accordance with this Section 4, will continue through the date set forth on the SO ("Term").

4.2 Expiration; Termination. In addition to any other remedies it may have, either party may terminate the Agreement prior to expiration if the other party breaches any part of the Agreement and fails to cure such breach within thirty (30) days after receiving notice thereof. Upon expiration or any termination for any reason of the Agreement: (a) Client will pay in full for use of the Platform up to and including the last day on which the Platform is provided; (b) Panorama may, without notice to Client, delete or otherwise render unrecoverable Client PII in Panorama's possession in a manner consistent with media sanitization practices described under industry recognized standards; and (c) all rights granted to Client and all obligations of Panorama will immediately terminate and Client will promptly cease use of the Platform.

4.3 Survival. Upon expiration or termination for any reason of the Agreement, Sections 2 (Intellectual Property; Privacy; Security), 3 (Fees; Payment Terms), 4.2 (Termination; Effect of Termination), 4.3 (Survival), 5 (Confidentiality), 6.2 (Disclaimer), 7 (Limitations of Liability; Indemnification), and 8 (General) will survive.

5 CONFIDENTIALITY

5.1 As used herein, "Confidential Information" means, subject to the exceptions set forth in the following sentence, any information or data that is not Client PII, regardless of whether it is in tangible form, disclosed by either party ("Disclosing Party") that Disclosing Party has either marked as confidential or proprietary, or has identified in writing as confidential or proprietary within thirty (30) days of disclosure to the other party ("Receiving Party"); provided, however, that a Disclosing Party's business plans, strategies, technology, research and development, current and prospective clients and customers, billing records, and products or services will be deemed Confidential Information of Disclosing Party even if not so marked or identified. Panorama's Confidential Information includes, without limitation, the Platform and this Agreement. Information will not be deemed Confidential Information" if such information: (a) is known to the Receiving Party prior to receipt from Disclosing Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; (b) becomes known (independently of disclosure by Disclosing Party) to the Receiving Party directly or indirectly from a source other than one having an obligation of confidentiality to Disclosing Party; or (c) becomes publicly

known or otherwise ceases to be secret or confidential, except through a breach of this Agreement by the Receiving Party. Each party acknowledges that certain Confidential Information may constitute valuable trade secrets and proprietary information of a party, and each party agrees that it will use the Confidential Information of the other party solely in accordance with the provisions of this Agreement and will not disclose, or permit to be disclosed, the same directly or indirectly, to any third party without the other party's prior written consent, except as otherwise permitted hereunder. Each party will use reasonable measures to protect the confidentiality and value of the other party's Confidential Information. Notwithstanding any provision of this Agreement, either party may disclose the terms of the Agreement, in whole or in part (i) to its employees, officers, directors, professional advisers (e.g., attorneys, auditors, financial advisors, accountants and other professional representatives), existing and prospective investors or acquirers contemplating a potential investment in or acquisition of a party, sources of debt financing, acquirers and/or subcontractors who have a need to know and are legally bound to keep such Confidential Information confidential by confidentiality obligations or, in the case of professional advisers, are bound by ethical duties to keep such Confidential Information confidential consistent with the terms of this Agreement; and (ii) as reasonably deemed by a party to be required by law (in which case each party will provide the other with prior written notification thereof, will provide such party with the opportunity to contest such disclosure, and will use its reasonable efforts to minimize such disclosure to the extent permitted by applicable law). Each party agrees to exercise due care in protecting the Confidential Information from unauthorized use and disclosure. In the event of actual or threatened breach of the provisions of this Section, the non-breaching party will be entitled to seek immediate injunctive and other equitable relief, without waiving any other rights or remedies available to it. Each party will promptly notify the other in writing if it becomes aware of any violations of the confidentiality obligations set forth in the Agreement. Upon Disclosing Party's written request, Receiving Party will either promptly return to Disclosing Party Disclosing Party's Confidential Information, and all embodiments thereof, that is in Receiving Party's possession and certify such return or use reasonable efforts to delete or otherwise render inaccessible such Confidential Information and certify the same.

6 REPRESENTATIONS, WARRANTIES AND DISCLAIMER

6.1 Representations and Warranties. Each party represents and warrants to the other party that (a) such party has the required power and authority to enter into this

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Agreement and to perform its obligations hereunder, (b) the execution of this Agreement and performance of its obligations thereunder do not and will not violate any other agreement to which it is a party or any law or regulation applicable to it, and (c) this Agreement constitutes a legal, valid and binding obligation when signed by both parties. Client further represents and warrants that it has the right to provide Client Data to Panorama as well as the licenses and rights therein and thereto for the purposes contemplated by this Agreement.

6.2 Disclaimer. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PLATFORM IS PROVIDED ON AN "AS-IS" BASIS AND PANORAMA DISCLAIMS ANY AND ALL WARRANTIES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NEITHER PARTY MAKES ANY ADDITIONAL REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED (EITHER IN FACT OR BY OPERATION OF LAW), OR STATUTORY, AS TO ANY MATTER WHATSOEVER. ALL OTHER EXPRESS OR IMPLIED CONDITIONS, REPRESENTATIONS AND WARRANTIES ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. EACH PARTY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, AND NON-INFRINGEMENT. NEITHER PARTY WARRANTS AGAINST INTERFERENCE WITH THE ENJOYMENT OF THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY OR AGAINST INFRINGEMENT. NEITHER PARTY WARRANTS THAT THE PRODUCTS OR SERVICES PROVIDED BY SUCH PARTY ARE ERROR-FREE OR THAT OPERATION OF SUCH PARTY'S PRODUCTS OR SERVICES WILL BE SECURE OR UNINTERRUPTED. NEITHER PARTY WILL HAVE THE RIGHT TO MAKE OR PASS ON ANY REPRESENTATION OR WARRANTY ON BEHALF OF THE OTHER PARTY TO ANY THIRD PARTY.

7 LIMITATIONS OF LIABILITY; INDEMNIFICATION

7.1 Disclaimer of Consequential Damages. THE PARTIES HERETO AGREE THAT, NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, RELIANCE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, LOST OR DAMAGED DATA, LOST PROFITS OR LOST REVENUE,

WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, EVEN IF A PARTY HAS BEEN NOTIFIED OF THE POSSIBILITY THEREOF.

7.2 General Cap on Liability. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EXCEPT FOR LIABILITY ARISING OUT OF (A) CLIENT'S USE OF THE PLATFORM OTHER THAN EXPRESSLY PERMITTED BY SECTION 1 (RIGHT TO USE PLATFORM), (B) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY), AND (C) A PARTY'S INDEMNIFICATION OBLIGATIONS SET FORTH IN SECTION 7.4 AND 7.5 BELOW, AS APPLICABLE, UNDER NO CIRCUMSTANCES WILL EITHER PARTY'S LIABILITY FOR ALL CLAIMS ARISING UNDER OR RELATING TO THIS AGREEMENT (INCLUDING BUT NOT LIMITED TO WARRANTY CLAIMS), REGARDLESS OF THE FORUM AND REGARDLESS OF WHETHER ANY ACTION OR CLAIM IS BASED ON CONTRACT, TORT, OR OTHERWISE, EXCEED THE AGGREGATE FEES PAID BY CLIENT TO PANORAMA UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT OR CIRCUMSTANCES GIVING RISE TO SUCH LIABILITY. THIS LIMITATION OF LIABILITY IS CUMULATIVE AND NOT PER INCIDENT.

7.3 Independent Allocations of Risk. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT, AND EACH OF THESE PROVISIONS WILL APPLY EVEN IF THEY HAVE FAILED OF THEIR ESSENTIAL PURPOSE.

7.4 Indemnification by Panorama. Except for liability for which Client is responsible under Section 7.5, Panorama will indemnify, defend and hold Client and the officers, directors, agents, and employees of Client ("Client Indemnified Parties") harmless from settlement amounts and damages, liabilities, penalties, costs and expenses ("Liabilities") that are payable to any third party or incurred by the Client Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation that the use of the Platform in accordance with the terms and conditions of this Agreement infringes such third party's copyright or results in a misappropriation of such third party's trade secrets. Panorama will have no liability or obligation under this Section 7.4 if such Liability is caused in whole or in part by (a) modification of the Platform by any party other than Panorama without Panorama's express consent; (b) the combination, operation, or

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use of the Platform with other product(s), data or services not provided by Panorama where the Platform would not by itself be infringing; or (c) unauthorized or improper use of the Platform. If the use of the Platform by Client has become, or in Panorama's opinion is likely to become, the subject of any claim of infringement, Panorama may at its option and expense (i) procure for Client the right to continue using the Platform as set forth hereunder; (ii) replace or modify the Platform to make it non-infringing so long as the Platform has at least equivalent functionality; (iii) substitute an equivalent for the Platform or (iv) if options (i)-(iii) are not available on commercially reasonable terms, terminate the Agreement. This Section 7.4 states Panorama's entire obligation and Client's sole remedies in connection with any claim regarding the intellectual property rights of any third party.

7.5 Indemnification by Client. Client will indemnify, defend and hold Panorama and the officers, directors, agents, and employees of Panorama ("Panorama Indemnified Parties") harmless from Liabilities that are payable to any third party or incurred by the Panorama Indemnified Parties (including reasonable attorneys' fees) arising from any third party claim, demand or allegation arising from or related to any use by Client or Authorized Users of the Platform or Client Data in violation of the Agreement or any applicable federal, state or local law or regulation.

7.6 Indemnification Procedure. If a Client Indemnified Party or a Panorama Indemnified Party (each, an "Indemnified Party") becomes aware of any matter it believes it should be indemnified under Section 7.4 or Section 7.5, as applicable, involving any claim, action, suit, investigation, arbitration or other proceeding against the Indemnified Party by any third party (each an "Action"), the Indemnified Party will give the other party ("Indemnifying Party") prompt written notice of such Action. Indemnified Party will cooperate, at the expense of Indemnifying Party, with Indemnifying Party and its counsel in the defense and Indemnified Party will have the right to participate fully, at its own expense, in the defense of such Action with counsel of its own choosing. Any compromise or settlement of an Action will require the prior written consent of both parties hereunder, such consent not to be unreasonably withheld or delayed.

8 GENERAL

8.1 International. Client may not remove or export from, or use from outside, the United States or allow the export or re-export of the Platform or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets

Control, or any other United States or foreign agency or authority.

8.2 Relationship. No agency, partnership, joint venture, or employment is created as a result of the Agreement and a party does not have any authority of any kind to bind the other party in any respect whatsoever.

8.3 Publicity. Each party agrees that it will not, without prior written consent of the other, issue a press release regarding their business relationship. Notwithstanding anything herein to the contrary, Panorama may identify Client and the relationship between Panorama and Client in Panorama's marketing collateral, website, and other promotional, proposal and marketing materials.

8.4 Assignment. Neither party may assign the Agreement by operation of law or otherwise or assign or delegate its rights or obligations under the Agreement without the other party's prior written consent; provided however, that either party may assign the Agreement to an acquirer of or successor to all or substantially all of its business or assets to which the Agreement relates, whether by merger, sale of assets, sale of stock, reorganization or otherwise. Any assignment or attempted assignment by either party otherwise than in accordance with this Section 8 will be null and void.

8.5 Equitable Relief. In any action or proceeding to enforce rights under the Agreement, the prevailing party will be entitled to recover costs and attorneys' fees. Client acknowledges that any unauthorized use of the Platform will cause irreparable harm and injury to Panorama for which there is no adequate remedy at law. In addition to all other remedies available under the Agreement, at law or in equity, Client further agrees that Panorama will be entitled to injunctive relief in the event Client uses the Platform in violation of the limited license granted herein or uses the Platform in any way not expressly permitted by the Agreement.

8.6 Force Majeure. Each party will be excused from performance for any period during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control and without its fault or negligence, including, but not limited to, acts of God, acts of war, epidemics, fire, communication line failures, power failures, earthquakes, floods, blizzard, or other natural disasters (but excluding failure caused by a party's financial condition or any internal labor problems (including strikes, lockouts, work stoppages or slowdowns, or the threat thereof)) ("Force Majeure Event"). Delays in performing obligations due to a Force Majeure Event will automatically extend the deadline for performing such obligations for a period equal to the duration of such Force Majeure Event. Except as otherwise agreed upon by the parties in writing, in the event such non-performance continues for a

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period of thirty (30) days or more, either party may terminate the Agreement by giving written notice thereof to the other party. Upon the occurrence of any Force Majeure Event, the affected party will give the other party written notice thereof as soon as reasonably practicable of its failure of performance, describing the cause and effect of such failure, and the anticipated duration of its inability to perform.

8.7 Governance. This Agreement will be governed by the laws of the Commonwealth of Massachusetts without regard to its conflict of laws provisions. For all disputes relating to this Agreement, each party submits to the exclusive jurisdiction of the state and federal courts located in Boston, Massachusetts and waives any jurisdictional, venue, or inconvenient forum objections to such courts.

8.8 Agreement. Both parties agree that the Agreement is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous written and oral agreements, communications and other understandings relating to the subject matter of the Agreement, and that all waivers and modifications must be in a writing signed by both parties, except as otherwise provided herein. If any provision of the Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that the Agreement will otherwise remain in full force and effect and enforceable. Any additional or different terms proposed by Client, including those contained in Client's procurement order, acceptance, vendor portal or website, shall not be valid or have any effect unless expressly incorporated into the SO and agreed upon in writing by Panorama. Neither Panorama's acceptance of Client's procurement order nor its failure to object elsewhere to any provisions of any subsequent document, website, communication or act of Client shall be deemed acceptance thereof or a waiver of any of the terms in these Terms. If any term of the SO, including any exhibit attached thereto, expressly conflicts with a term of these Terms, the term of the SO (or if applicable the exhibit) shall prevail. If terms within the SO, including any exhibit attached thereto, and these Terms appear merely inconsistent or ambiguous, all such terms shall be given effect to the extent reasonably possible, with a term that is more specific and detailed on a certain matter prevailing over a more general term or silence on that matter. Silence in the SO, or in any exhibit attached thereto, or in these Terms, on a matter that is addressed elsewhere in the Agreement shall not be deemed to present an express conflict, inconsistency or ambiguity.

8.9 Notices. All notices under the Agreement will be in writing and sent to the recipient's address set forth in the SO and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed,

if transmitted by facsimile or email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt, if sent by certified or registered mail, return receipt requested.

5.

MASTER SERVICES AGREEMENT

This is a Master Services Agreement (“Agreement”) dated as of _____, 20__, between PROJECT WAYFINDER, INC., a Delaware corporation (“Project Wayfinder”), and _____, a _____ (“Customer”), whose address is _____.

Background

Project Wayfinder’s mission is to inspire our next generation to become intentional meaning-makers empowered to contribute to the world around them. We have created a tool kit to equip young people with the skills, knowledge and confidence to create meaningful lives underpinned by purposefulness. Project Wayfinder offers professional development and purpose learning curriculum to schools, districts, youth programs, and other education organizations.

Customer wishes to collaborate with Project Wayfinder on the basis set out in this Agreement.

Project Wayfinder and Customer agree as follows:

1. PROGRAM

1.1 Scope

Project Wayfinder will provide services to Customer (“Services”) in connection with the program (“Program”) described in the Program Plan(s) attached as **Exhibit A** (“Plan”), which, together with all other Exhibits to this Agreement, is incorporated in this Agreement by reference as though the terms thereof were expressly set forth herein. Program elements, personnel and activities, the Services, and Customer’s responsibilities, are set out in the Plan.

1.2 Timeframe

Project Wayfinder will provide Services during the period stated in the Plan including any renewal periods.

1.3 Fee

Customer will pay Project Wayfinder fees in the amount(s) and on the date(s) set out in the attached **Exhibit B** Payment and Fees.

1.4 Communication

Project Wayfinder and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Project Wayfinder will meet periodically as set out in the Plan, advise each other of issues, including any concerns involving interactions among Project Wayfinder and Customer students and staff, provide one another with timely access to information.

2. **INTELLECTUAL PROPERTY RIGHTS; LICENSES**

2.1 **Pre-Existing Intellectual Property**

Each of Project Wayfinder and Customer will retain ownership of their respective Confidential and Proprietary Information and pre-existing intellectual property, including copyrights, trademarks and logos. Each Party grants to the other the right to use its name, logo(s) and pre-approved information about such Party on or in connection with the marketing and promotion of the collaboration as contemplated under this Agreement, subject to the provisions of Section 4 hereof and the prior written approval of such Party with respect to the proposed use. Neither party may otherwise use the intellectual property of the other Party without the prior written consent of such Party.

2.2 **Materials**

Customer acknowledges that Project Wayfinder retains ownership of all right, title and interest in and to any curricula, games, training materials, assessment tools, reference documents, and other materials (collectively, "Materials"). Project Wayfinder may make Materials available in various ways, including, without limitation, through presenting Materials at training or consultation sessions, enabling Customer to download Materials from Project Wayfinder websites and file-sharing sites, and providing Customer with access to interactive websites. Customer acknowledges that Project Wayfinder retains all intellectual property rights therein and thereto (including without limitation, all patent rights, design rights, copyrights and trade secret rights) subject to the limited license granted to Customer below. Customer agrees not to (i) copy, modify, or reverse engineer any Materials, make derivative works based upon the Materials, or use the Materials to develop any products, without Project Wayfinder's prior written approval, or (ii) sell, license, rent, or transfer Materials to any third party.

2.3 **Limited License**

Project Wayfinder hereby grants to Customer and Customer accepts a non-transferable, non-exclusive license to use Materials, subject to the terms and conditions set forth herein, as applicable. Customer may use, copy, adapt, and distribute the Materials only for purposes of Program implementation which is, expressly, the subject of this Agreement. Customer must obtain prior written approval from Project Wayfinder to use Materials for any other purpose, including sharing any part of the Materials for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences). Under no circumstances may Customer distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation or distribute outside Customer any Customer-created derivatives or revisions of any Materials.

2.4 **Ownership of Work Product**

With the exception of any of Customer's Confidential Information (as such term is defined in the Non-Disclosure Agreement between Project Wayfinder and Customer) or pre-existing intellectual property, and work produced as part of Project Wayfinder student projects, the Parties acknowledge that Project Wayfinder shall solely and exclusively own all intellectual property rights it develops, whether alone or jointly with others, in connection with Project Wayfinder's performance under this Agreement along with all derivative works thereof (the "Work Product"). Customer hereby assigns to Project

Wayfinder, all right, title and interest (including, without limitation, all patent rights, design rights, copyrights and trade secrets) in any modifications or improvements to Materials which Customer may propose or make as part of the respective pilots or which Customer and Project Wayfinder may jointly make during such pilots. To the extent Customer grants Project Wayfinder the right to use any pre-existing Customer-owned intellectual property or content in the Work Product, Customer grants to Project Wayfinder a non-exclusive, worldwide, royalty free, perpetual license for use of such intellectual property and/or content in the Work Product. Customer acknowledges it has no rights to Materials provided to Customer or to the Work Product other than with respect to their separate use as limited by this Agreement.

3. EXTERNAL COMMUNICATION

3.1 Customer External Communication

Customer may not use any of Project Wayfinder's intellectual property or other proprietary information, including but not limited to logo, trade name, trademark, and Materials in any external communications, including, without limitation, on its website or in outreach materials, without prior written approval from Project Wayfinder.

3.2 Project Wayfinder External Communication

Project Wayfinder may identify Customer as a client or "partner" in internal and external communications, including, without limitation, on its website or outreach materials. Project Wayfinder may use Customer's name and logos in connection with these efforts.

3.3 Logo Use

Customer acknowledges: (a) it has no interest in Project Wayfinder's logo and other marks other than the rights granted under this Agreement; (b) Project Wayfinder will remain the sole owner of interest in its marks; and (c) all goodwill in Project Wayfinder's marks will inure solely to the benefit of Project Wayfinder. Customer will comply with any reasonable trademark guidelines of Project Wayfinder.

3.4 Visitors

Customer acknowledges Project Wayfinder may bring educators, funders, and other visitors to Customer to observe Program activities. Project Wayfinder will carry out any such visits consistent with Customer policy regarding visitors generally.

4. RELATIONSHIP

4.1 Independent Contractor

Project Wayfinder is an independent contractor and is solely responsible for its activities in providing Services. Project Wayfinder has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

4.2 Independent Entities

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Project Wayfinder nor Customer has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience.

5. INSURANCE, INDEMNIFICATION, AND LIABILITY

5.1 Insurance

Each Party shall insure its activities in connection with the work under this Agreement and obtain, keep in force, and maintain insurance as follows: (a) Comprehensive or Commercial Form General Liability Insurance (contractual liability included) and (b) Workers’ Compensation as required by law. Each Party shall furnish the other Party with certificates of insurance evidencing compliance with all requirements prior to commencing work under this Agreement. Such certificates shall (1) Provide for thirty (30) days advance written notice to the other Party of any modification, change, or cancellation of any of the above insurance coverage; and (2) Indicate that the other Party has been endorsed as an additional insured under the coverage referred to under (a) above.

5.2 Indemnification by Customer

Customer will indemnify, defend, and hold Project Wayfinder and its, manager, members, officers, employees, representatives, agents, and assigns (collectively, “Project Wayfinder Indemnified Parties”) harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys’ fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or Customer’s actions or other matters related to the subject matter of Program.

5.3 Limitation of Liability

Project Wayfinder will not be liable to Customer for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if Project Wayfinder has been apprised of the likelihood of such damages. Project Wayfinder’s total liability under this Agreement (including, without limitation, any amounts payable under Section 7.2) will not exceed the fees Customer has paid Project Wayfinder as set out in the Plan.

6. TERMINATION

6.1 Termination by Either Party

Either Party may, in its sole discretion, terminate this Agreement by providing written notice to the other Party of that decision at least ninety (90) days prior to the scheduled Program date. Such a termination will be effective sixty (60) days after delivery of the notice. Customer is responsible for payment of services rendered and expenses incurred by Project Wayfinder through the effective date of termination. Project Wayfinder will refund the balance of amounts previously paid, or if the amount of fees paid are not

sufficient to compensate Project Wayfinder for services rendered and expenses incurred through the effective date of termination, Project Wayfinder will invoice Customer for such services and expenses. Customer will pay the invoiced amount within ten (10) days of receipt of invoice.

Notwithstanding the foregoing, if Customer attempts to reschedule or cancel a Program within 30 days or less of the scheduled Program date, Customer will be responsible for (a) any additional travel and lodging expenses incurred by Project Wayfinder in rescheduling the Program (i.e. non-refundable airfare which must be re-booked at additional cost to Project Wayfinder), or (b) in the event of cancellation, all non-refundable travel and lodging expenses incurred by Project Wayfinder in connection with the Program (this is in addition to the fees and expenses set forth in **Exhibit B**, to the extent such expenses are not included therein).

6.2 Effect of Termination

Upon termination of this Agreement, neither Customer nor Project Wayfinder may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Sections 3.3, 4.1 - 4.3, 5.2, 6, 7, and 8 will survive the expiration or termination of this Agreement.

7. GENERAL PROVISIONS

7.1 Entire Agreement

This Agreement, together with the Plan, expresses Project Wayfinder's and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, course of dealing, or understandings between Project Wayfinder and Customer relating to its subject matter. It is understood that Customer's use of Project Wayfinder's websites is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

7.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Project Wayfinder and Customer that recites that it is an amendment to this Agreement.

7.3 Severability and Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

7.4 Assignment

Neither Customer nor Project Wayfinder may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, or sale or transfer of substantially all of its assets.

7.5 Third Party Beneficiaries

This Agreement is for the exclusive benefit of Project Wayfinder and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

7.6 Governing Law; Jurisdiction

This Agreement shall be governed in all respects by the laws of the State of California without regard to conflicts of law principles. The state and federal courts (or arbitrators appointed as described herein) located in Alameda County, California shall be the sole fora for any action for relief arising out of or pursuant to, or to enforce or interpret, this Agreement. Each party to this Agreement consents to the personal jurisdiction and arbitration in such fora and courts and each party hereto covenants not to, and waives any right to, seek a transfer of venue from such jurisdiction on any grounds.

7.7 Notices.

All notices and demands under this Agreement will be in writing and will be deemed given or sent when deposited, as certified mail or for overnight delivery, postage and fees prepaid, in the United States mails; when delivered to a prepaid receipted delivery service (such as Federal Express, UPS or a courier service), for overnight delivery, charges prepaid or charged to the sender's account; when personally delivered to the recipient; when transmitted by electronic transmission by or to the parties. Addresses for the purpose of giving notice are as set forth in the first paragraph of this Agreement. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service. Either party may change its address, electronic mail address, or fax number by giving the other party Notice of the change.

7.8 No Solicitation.

During the Term and for a period of one (1) year thereafter, Customer will not, directly or indirectly, solicit, induce, hire or employ any person who is as of the date of such solicitation or was within the twelve (12) month period prior to the date of such solicitation an employee of Project Wayfinder

7.9 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

[Signature page follows]

IN WITNESS WHEREOF, Project Wayfinder and Customer have signed this Agreement as of the date set out in its first paragraph.

Project Wayfinder, Inc.

Customer:



By: _____

Name: _____

Title: _____

By:

Name: Patrick Cook-Deegan

Title: CEO _____

EXHIBIT A**Program Plan**

Program:	<p><u>Virtual On-Site</u> Private training for educator teams, virtual on-sites are facilitated by Project Wayfinder personnel who will design the training to meet your particular school needs.</p>
	<p><u>Virtual Multi School</u> Offered monthly, virtual multi-school trainings are open enrollment for any educator who wishes to implement Wayfinder toolkits.</p>
Services:	<p>Project Wayfinder provides schools, districts, youth programs, and other organizations with 2-day virtual training to prepare their educators to teach Project Wayfinder's curriculum to students.</p> <p>During the training, educators will learn about our organization, preview our paper curriculum and online teacher resources, and experience several of the activities firsthand.</p>
Initial Term:	July 1 st 2022 – June 30 th 2023
Renewal Term:	<p>July 1st 2023 – June 30th 2024</p> <p>The Agreement will automatically renew on the anniversary of the commencement date for an additional period of one (1) year (the "Renewal Term") for the same Program Fees as set forth in Exhibit B, unless cancelled as provided below. The Initial Term and any Renewal Term shall be referred to collectively as the "Term."</p> <p>Either party may terminate this Agreement at the end of the Initial Term or Renewal Term, without penalty, by providing written notice to the other party at least sixty (60) days prior to the end of the Initial Term or Renewal Term thereafter.</p>

EXHIBIT B**Payment and Fees**

Program Fees	Refer to Price Quote
Reimbursement of Expenses	N/A. Refer to Price Quote.
Payment Terms	Payment on all invoices is due within 30 days of invoice date. This is a fixed cost and may not be prorated, regardless of program start or end date. We request that payments are made electronically via direct deposit or ACH wire transfer.
Late Payments	Project Wayfinder may charge interest equal to 1.5% of the unpaid balance of any outstanding invoice for each month, or a portion thereof, that the balance is unpaid. Payments will be credited first to interest charges and then to the unpaid balance. Customer shall be responsible for all collection costs, including reasonable attorneys' fees, incurred by Project Wayfinder to collect amounts owed on any invoice.

MUTUAL NON-DISCLOSURE AGREEMENT

THIS MUTUAL NON-DISCLOSURE AGREEMENT (this “*Agreement*”) is entered into between **PROJECT WAYFINDER, INC.**, a Delaware corporation (“*Company*”) and the other party named on the signature page hereto (“*Other Signatory*”) as of [REDACTED], 20__ (the “*Effective Date*”), to protect the confidentiality of certain confidential information of Company or of Other Signatory to be disclosed under this Agreement solely for use in evaluating or pursuing a business relationship between the parties (the “*Permitted Use*”). Company and Other Signatory may be referred to herein individually as a “*Party*” and collectively as the “*Parties*.”

1. As used herein, the “*Confidential Information*” of a Party will mean any and all technical and non-technical information disclosed by such Party (the “*Disclosing Party*”) to the other Party (the “*Receiving Party*”), which may include without limitation: (a) patent and patent applications; (b) trade secrets; (c) proprietary and confidential information, ideas, techniques, sketches, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, and formulae related to the current, future, and proposed products and services of each of the Parties, such as information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales and merchandising, and marketing plans; and (d) all other information that the Receiving Party knew, or reasonably should have known, was the Confidential Information of the Disclosing Party.

2. Subject to Section 3, the Receiving Party agrees that at all times and notwithstanding any termination or expiration of this Agreement it will hold in strict confidence and not disclose to any third party any Confidential Information of the Disclosing Party, except as approved in writing by the Disclosing Party, and will use the Confidential Information of the Disclosing Party for no purpose other than the Permitted Use. The Receiving Party will also protect such Confidential Information with at least the same degree of care that the Receiving Party uses to protect its own Confidential Information, but in no case, less than reasonable care. The Receiving Party will limit access to the Confidential Information of the Disclosing Party to only those of the Receiving Party’s employees or authorized representatives having a need to know and who have signed confidentiality agreements containing, or are otherwise bound by, confidentiality obligations at least as restrictive as those contained herein.

3. The Receiving Party will not have any obligations under this Agreement with respect to a specific portion of the Confidential Information of the Disclosing Party if such Receiving Party can demonstrate with competent evidence that such portion of Confidential Information:

- (a) was in the public domain at the time it was disclosed to the Receiving Party;
- (b) entered the public domain subsequent to the time it was disclosed to the Receiving Party, through no fault of the Receiving Party;
- (c) was in the Receiving Party’s possession free of any obligation of confidence at the time it was disclosed to the Receiving Party;
- (d) was rightfully communicated to the Receiving Party free of any obligation of confidence subsequent to the time it was disclosed to the Receiving Party; or
- (e) was developed by employees or agents of the Receiving Party who had no access to any Confidential Information.

4. Notwithstanding the above, the Receiving Party may disclose certain Confidential Information of the Disclosing Party, without violating the obligations of this Agreement, to the extent such disclosure is required by a valid order of a court or other governmental body having jurisdiction, *provided that* the Receiving Party provides the Disclosing Party with reasonable prior written notice of such disclosure and makes a reasonable effort to obtain, or to assist the Disclosing Party in obtaining, a protective order preventing or limiting the disclosure and/or requiring that the Confidential Information so disclosed be used only for the purposes for which the law or regulation required, or for which the order was issued.

5. The Receiving Party will immediately notify the Disclosing Party upon discovery of any loss or unauthorized disclosure of the Confidential Information of the Disclosing Party.

6. Upon termination or expiration of this Agreement, or upon written request of either Party, each Party will promptly return to the Disclosing Party or destroy all documents and other tangible materials representing the Disclosing Party's Confidential Information and all copies thereof.

7. Confidential Information is and shall remain the sole property of the Disclosing Party. The Receiving Party recognizes and agrees that nothing contained in this Agreement will be construed as granting any property rights, by license or otherwise, to any Confidential Information of the Disclosing Party, or to any invention or any patent, copyright, trademark, or other intellectual property right that has issued or that may issue, based on such Confidential Information. Neither Receiving Party will make, have made, use or sell for any purpose any product or other item using, incorporating or derived from any Confidential Information of the Disclosing Party. Neither this Agreement nor the disclosure of any Confidential Information hereunder shall result in any obligation on the part of either Party to enter into any further agreement with the other, license any products or services to the other, or to require either Party to disclose any particular Confidential Information. Nothing in this Agreement creates or shall be deemed to create any employment, joint venture, or agency between the Parties.

8. The Receiving Party will not reproduce the Confidential Information of the Disclosing Party in any form except as required to accomplish the intent of this Agreement. Any reproduction by a Receiving Party of any Confidential Information of the Disclosing Party will remain the property of the Disclosing Party and will contain any and all confidential or proprietary notices or legends that appear on the original, unless otherwise authorized in writing by the Disclosing Party.

9. This Agreement will terminate five (5) year(s) after the Effective Date, or may be terminated by either Party at any time upon thirty (30) days written notice to the other Party. Each Party's obligations under this Agreement will survive termination of this Agreement and will be binding upon such Party's heirs, successors, and assigns. Each Party's obligations with respect to all Confidential Information of the other Party will terminate only pursuant to Section 3.

10. THE DISCLOSING PARTY IS PROVIDING CONFIDENTIAL INFORMATION ON AN "AS IS" BASIS FOR USE BY THE RECEIVING PARTY AT ITS OWN RISK. THE DISCLOSING PARTY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

11. This Agreement and any action related thereto will be governed, controlled, interpreted, and defined by and under the laws of the State of Delaware, without giving effect to any conflicts of laws principles that require the application of the law of a different state. Any disputes under this Agreement may be brought in the state courts and the Federal courts for the county in which Company's principal place of business is located, and the parties hereby consent to the personal jurisdiction and exclusive venue of these courts. This Agreement may not be amended except by a writing signed by both parties.

12. Each Party acknowledges that its breach of this Agreement may cause irreparable damage to the other Party and hereby agrees that the other Party will be entitled to seek injunctive relief under this Agreement, as well as such further relief as may be granted by a court of competent jurisdiction.

13. If any provision of this Agreement is found by a proper authority to be unenforceable or invalid, such unenforceability or invalidity will not render this Agreement unenforceable or invalid as a whole and, in such event, such provision will be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court decisions. Any waiver or failure to enforce any provision of this Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

14. Neither Party will communicate any information to the other Party in violation of the proprietary rights of any third party.

15. Neither Party will assign or transfer any rights or obligations under this Agreement without the prior written consent of the other Party and any attempted assignment, subcontract, delegation, or transfer in violation of the foregoing will be null and void, except that a Party may assign this Agreement without such consent to its successor in interest by way of merger, acquisition or sale of all or substantially all of its assets. The terms of this Agreement shall be binding upon assignees.

16. The Receiving Party will not export, directly or indirectly, any U.S. technical data acquired pursuant to this Agreement, or any products utilizing such data, in violation of the United States export laws or regulations.

17. All notices or reports permitted or required under this Agreement will be in writing and will be delivered by personal delivery, electronic mail, facsimile transmission or by certified or registered mail, return receipt requested, and will be deemed given upon personal delivery, five (5) days after deposit in the mail, or upon acknowledgment of receipt of electronic transmission. Notices will be sent to the addresses set forth at the end of this Agreement or such other address as either Party may specify in writing.

18. Each Party agrees that the software programs of the other Party contain valuable confidential information and each Party agrees that it will not modify, reverse engineer, decompile, create other works from, or disassemble any software programs contained in the Confidential Information of the other Party without the prior written consent of the other Party.

19. This Agreement is the final, complete and exclusive agreement of the Parties with respect to the subject matters hereof and supersedes and merges all prior discussions between the Parties with respect to such matters. No modification of or amendment to this Agreement will be effective unless in writing and signed by the Party to be charged.

[Remainder of page intentionally left blank]

The parties have executed this Non-Disclosure Agreement as of the Effective Date.

COMPANY:

PROJECT WAYFINDER, INC.

By:



Name: Patrick Cook-Deegan

Title: CEO

Address: PO Box 2876
Berkeley, California 94702-0876

OTHER SIGNATORY:

Name of Other Signatory (Please Print)

Signature

Title (if applicable)

Address:

By checking this box, you confirm that you have no students under the age of 13 who will use the digital Project Wayfinder application.

COPPA Notice and Consent

The Children's Online Privacy Protection Act, or COPPA, is a federal law that allows parents to control what information is collected online from their children under the age of 13. COPPA generally requires companies that collect personal information online from children under age 13 to provide notice of their data collection and use practices and obtain verifiable parental consent. In the educational context, however, schools can consent on behalf of parents to the collection of student personal information, but only if such information is used for a school-authorized educational purpose and for no other commercial purpose.

You are receiving this COPPA Notice and Consent because you have expressed an interest in utilizing the digital Project Wayfinder application for your school, and you have indicated that you have students under the age of 13 who will use the digital Project Wayfinder application. Further, you have confirmed to Project Wayfinder that your authorization regarding students' use of digital educational technology such as the Project Wayfinder app, which may include use of student information in an educational context, is based on the school's having obtained the parent's consent.

Collection of Personal Information

Project Wayfinder collects limited personal information from students solely for the use and benefit of the learning environment. We will not require a child to provide more information than is reasonably necessary in order to participate in the digital activity, and we use this personal data for no other purpose than providing the service to the user. This information is not shared outside of the classroom or with any third parties except Project Wayfinder staff members who require access for the provision of Project Wayfinder's services to the school and students. Students of any age cannot share their profiles publicly outside of their classroom or school.

The app currently collects and stores the following information:

- student name
- student email
- student password
- student responses to toolkit questions
- timestamp when a response was submitted
- student answers to survey questions

The app currently shares the following student information with teachers:

- student name
- student email
- timestamp of when students submitted responses
- responses to toolkit questions that students have not mark as "keep to myself"

Use or Disclosure of Personal Information

We do not disclose personal information collected from students to third parties other than to persons who provide support for the operations of the service and who do not use the information for any other purpose, except as follows:

- Parents
- Teachers & school administrators

We may disclose any and all personal information collected from a student to the parent or teacher who registered for the service in connection with such student. We do not: display advertising on our app; use student data to advertise to you or the student; sell or share student data with third parties to advertise or market to you or the student; or host third-party cookies or trackers that would allow those third parties to track you through out app. We will only retain and use your information as necessary to comply with our legal obligations.

Access to Personal Information

If the school and/or a parent/guardian wishes to review, correct, update, or delete a student's personally identifiable information stored by Project Wayfinder, they may email us their request at admin@projectwayfinder.com. We will respond to such requests within 10 business days.

If the school and/or a parent/guardian wishes to prevent further use or collection of a student's personally identifiable information or wants to discontinue our service, they may email us at admin@projectwayfinder.com. We will respond to such requests within 10 business days.

In any correspondence such as e-mail or mail, please include the child's username, the school or organization, and the teacher or parent's email address and telephone number. To protect children's privacy and security, we will take reasonable steps to help verify a teacher or parent's identity before granting access to any personal information.

Contact

Please contact us at admin@projectwayfinder.com with any questions or concerns about Project Wayfinder, the app, our services and privacy. We can also be reached by mail at the following address:

Project Wayfinder

PO Box 2876 Berkeley, CA 94702

The undersigned hereby gives consent to Project Wayfinder to create student accounts for the web-based tools and applications described in this document.

SCHOOL NAME:

By: _____

Name: _____

Title: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

1. Communicate with Mystery Science annually to ensure licenses are renewed in a timely manner
2. Communicate with teachers regarding how to access the Mystery Science lessons
3. Continue to support the use of Mystery Science as a supplemental NGSS aligned science resource

(b) CONTRACTOR's Responsibilities and Duties:

1. Provide annually an updated quote for the renewal of district licenses
2. Communicate with District as to how teachers will access the site licenses
3. Ensure purchased site licenses are available to the district

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 1, 2021, and will continue through July 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 Sixteen Thousand, Six Hundred Thirty-Seven Dollars (\$16,237). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The district will pay contractor within 30 days upon receipt of an invoice for the amount of \$16,237.

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?):

1. All teachers of grades K-5 will have access to the Mystery Science lessons to support Next Generation Science aligned lessons.
2. Mystery Science lessons will be incorporated into the Collaborative Curriculum Design units of study as a supplemental science resource.

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, reasonable attorney fees and costs and fees of litigation) (collectively, "Liability") of every nature arising out of or in connection with CONTRACTOR'S negligent performance or negligent

failure to perform its obligations under this CONTRACT, except such Liability caused by the active negligence, sole negligence or willful misconduct of the DISTRICT. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for CONTRACTOR or its agents under workers' compensation acts, disability benefit acts, or other employee benefit acts.

- (b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

(a) Intentionally omitted.

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise materially violates any of the terms of the CONTRACT, and such violation is not cured within 10 days after receipt of notice thereof from the violated party, 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. Intentionally omitted.

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

15. Ownership of Work Product: DISTRICT shall be the owner of and shall be entitled to immediate possession of accurate reproducible copies of any work product gathered or computed by CONTRACTOR prior to termination of this CONTRACT by DISTRICT or upon completion of the work pursuant to this CONTRACT. Student questions and optional parent/guardian approved student videos submitted for inclusion on CONTRACTOR's website shall be owned by Contractor.

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

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

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

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

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

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
707-890-3800 x80201
mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: Mystery Science
Street: 340 S. Lemon Avenue, #5236
City/State/Zip: Walnut Creek, CA 91789
Phone: 800-323-9084
Email: DEContractsTeam@discoveryed.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 17th DAY OF May, 2021

DISTRICT

Signature: _____

Diann Kitamura

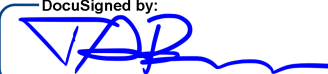
Superintendent

mmartin@srcs.k12.ca.us

707-890-3800 x 80201

AUTHORIZED SIGNER OR CONTRACTOR

Signature: _____

DocuSigned by:

78B6C33846AB459...

Print Name: Travis Barrs

Title: Head of Global Operations

Email: DEContractsTeam@discoveryed.com

Phone: 800-323-9084

DESCRIPTIONS (Continued from Page 1)

Umbrella follows form as it relates to additional insureds.

Waiver of subrogation is granted as it relates to general liability, auto liability, and workers compensation as required by written contract in accordance with the terms and conditions of the policies.

Primary and Non-Contributory is granted as it relates to general liability and auto liability as required by written contract in accordance with the terms and conditions of the policy.

The Insurer may cancel these policies by mailing or delivering to the First Named Insured written notice of cancellation at least: 10 days before the effective date of cancellation, if they cancel for non-payment of premium; or 30 days before the effective date of cancellation, if they cancel for any other reason.

Certificate Of Completion

Envelope Id: ADE515A4B13F450286B7CE3E0E24B000	Status: Completed
Subject: Please DocuSign: PRESIGN_SERVICE CONTRACT_CA_MS_SANTA ROSA CITY SCHOOL DISTRICT_2021.pdf, COI_M...	
Source Envelope:	
Document Pages: 9	Signatures: 1
Certificate Pages: 2	Initials: 1
AutoNav: Enabled	Envelope Originator: Melissa Bearor MBearor@Discovered.com
Envelope Stamping: Enabled	IP Address: 100.15.221.43
Time Zone: (UTC-05:00) Eastern Time (US & Canada)	


Record Tracking

Status: Original 5/19/2021 3:35:30 PM	Holder: Melissa Bearor MBearor@Discovered.com	Location: DocuSign
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Signer Events

Kim Luong
 KLuong@discovered.com
 Paralegal
 Discovery Education
 Security Level: Email, Account Authentication (None)

Signature




Signature Adoption: Pre-selected Style
 Using IP Address: 71.127.34.189

Timestamp

Sent: 5/19/2021 3:36:51 PM
 Viewed: 5/19/2021 3:38:59 PM
 Signed: 5/19/2021 3:42:57 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

Travis Barrs
 tbarrs@discovered.com
 Head of Global Operations
 Discovery Education
 Signing Group: Final Signer: DE Signatory
 Security Level: Email, Account Authentication (None)



Signature Adoption: Drawn on Device
 Using IP Address: 172.125.166.95

Sent: 5/19/2021 3:42:58 PM
 Viewed: 5/20/2021 2:24:26 PM
 Signed: 5/20/2021 2:24:32 PM

Electronic Record and Signature Disclosure:
 Not Offered via DocuSign

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/19/2021 3:36:51 PM
Certified Delivered	Security Checked	5/20/2021 2:24:26 PM
Signing Complete	Security Checked	5/20/2021 2:24:32 PM
Completed	Security Checked	5/20/2021 2:24:32 PM

Payment Events

Status

Timestamps



ParentSquare

ParentSquare Inc.
PO BOX 841604
Los Angeles, CA 90084
(888) 6502459654
billing@parentsquare.com
<http://www.parentsquare.com>

Estimate

ADDRESS

Santa Rosa City School
District
211 Ridgway Ave.
Santa Rosa, CA 95401

ESTIMATE # 1755

DATE 05/09/2022

ACTIVITY	QTY	RATE	AMOUNT
ParentSquare Engagement Platform Subscription ParentSquare Annual Subscription (2022-07-01 - 2023-06-30)	15,243	4.50	68,593.50
TOTAL			\$68,593.50

Accepted By

Accepted Date



Renewal Notification RN-8835
DATE 05/01/2022
TERMS
P.O. NO.

PLEASE REMIT TO:
Aeries Software
 770 The City Dr. S.
 Suite 6500
 Orange, CA 92868

BILL TO Santa Rosa City Schools
 211 Ridgway Avenue
 Attn:Accounts Payable
 Santa Rosa, CA 95401

This is a notification of your upcoming renewal. It is not due at this time, but because of budgetary issues, we wanted you to have it early in order to prepare for payment. If you have any questions, please contact Connie Castillo at conniec@aeries.com or 888-487-7555.

Message:

Quantity	Description	Unit Price	Start Date	End Date	Total Amount
15240	Aeries SIS Analytics Dashboards & Early Warning System Aeries Enrollment Aeries Emergency Management	5.00	07/01/2022	06/30/2023	\$76,200.00
15240	Aeries ASP Hosting Services Subscription	3.00	07/01/2022	06/30/2023	\$45,720.00
2	Aeries ASP Subscription - Additional/Prior Years Databases	250.00	07/01/2022	06/30/2023	\$500.00
SUBTOTAL					122,420.00
TOTAL					122,420.00
AMOUNT RECEIVED					\$
AMOUNT DUE					\$



Blackboard Inc.
11720 Plaza America Drive
11th Floor
Reston VA 20190 USA
Phone: +1 202.463.4860
Fax: +1.312.236.7251
Email: operations@blackboard.com
Tax ID: 52-2081178

New Period or Contract Renewal Confirmation Notice

CUSTOMER INFORMATION:

Billing Address:

Santa Rosa City Schools
211 RIDGWAY AVE.
SANTA ROSA, CA 95401-4320
USA

Date: 05/05/2022
Customer No: 405743
Document No: CSF000879481

Customer Primary Contact: Melanie Martin

PRODUCTS AND SERVICES SUBJECT TO NEW PERIOD OR RENEWAL:

<u>Qty</u>	<u>Product Code</u>	<u>Product Description</u>	<u>Start Date</u>	<u>End Date</u>
1	WCM-ESSN	Website and content management system software with reliable web hosting.	07/01/2022	06/30/2023

Renewal Amount (USD) 1,379.97

CONFIRMATION:

Per the terms of your contract currently in place for Blackboard products and/or services, the next period or contract renewal period starts on **07/01/2022**. With respect to contract renewals, per the terms of your contract your license(s) may be automatically renewed 30 days prior to the renewal period start date, and **use of the product and/or services on or beyond 07/01/2022 may result in an automatic invoice from Blackboard for the renewal amount noted above.**

Any utilization beyond licensed quantities allowed under your current contract with Blackboard may result in license fees charged in addition to the new period or contract renewal amount noted above. Please reach out to Blackboard to adjust your current license quantity if applicable.

Your invoice will be sent separately and will include the payment instructions and total amount due. You will be invoiced for products and/or services for the total above upon receipt of this form unless other arrangements are made. Please note that taxes are not included in the total Amount Due noted above and will be added, where applicable, when invoiced.

Please take the following actions prior to 07/01/2022:

1. Contact your Renewal Representative or operations@blackboard.com to request an invoice **OR** issue a purchase order, if required.
2. Provide updated billing information if inaccurate.
3. If you are exempt from paying sales tax, please remit a copy of your state tax exempt certificate with payment of your invoice or a copy to exemptcerts@blackboard.com.

Purchase Orders and/or Tax-Exempt Form can be sent via any one of the following methods by **05/12/2022**:

- Email: operations@blackboard.com
- Fax: +1.312.236.7251

Prepared By: Alex Bauler
 Customer Name: Santa Rosa Elementary School District

Contract Term: 12 Months
 Start Date: 1-JUL-2021
 End Date: 30-JUN-2022
 Billing Frequency: Annually

Customer Contact: Melanie Martinez
 Title: Executive Secretary/Administrative Assistant
 Address: 211 Ridgeway Ave
 City: Santa Rosa
 State/Province: California
 Zip Code: 95401
 Phone #: (505) 472-3171

Product Description	Quantity	Unit	Extended Price
Initial Term 1-JUL-2021 - 30-JUN-2022			
License and Subscription Fees			

Hoonuit Enrollment Analytics Hosted Subscription	Premier Enrollment Projections	1.00	Students	USD 2,163.20
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License and Subscription Totals: **USD 2,163.20**

Quote Total

Initial Term	1-JUL-2021 - 30-JUN-2022
Payment Total	USD 2,163.20

Fees charged in subsequent periods after the duration of this quote will be subject to an annual uplift. On-Going PowerSchool Subscription/Maintenance and Support Fees are invoiced at the then current rates and enrollment per existing terms of the executed agreement between the parties. Any applicable state sales tax has not been added to this quote. Subscription Start and expiration Dates shall be as set forth above, which may be delayed based upon the date that PowerSchool receives your purchase order. If this quote includes promotional pricing, such promotional pricing may not be valid for the entire duration of this quote.

All invoices shall be paid before or on the due date set forth on invoice. All purchase orders must contain the exact quote number stated within. Customer agrees that purchase orders are for administrative purposes only and do not impact the terms or conditions reflected in this quote and the applicable agreement. Any credit provided by PowerSchool is nonrefundable and must be used within 12 months of issuance. Unused credits will be expired after 12 months.

This renewal quote will continue to be subject to and incorporate the terms and conditions of the main services agreement executed between PowerSchool and Customer that is in effect at the time of this quote, or if no such agreement is in effect, then the terms and conditions found at https://www.powerschool.com/MSA_Feb2022/, as may be amended.

THE PARTIES BELOW ACKNOWLEDGE THAT THEY HAVE READ THE AGREEMENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS.

POWERSCHOOL GROUP LLC

Santa Rosa Elementary School District

Signature:

Signature:

A handwritten signature in black ink that reads "Eric Shander". The signature is written in a cursive style with a large initial "E".

Printed Name: Eric Shander

Printed Name:

Title: Chief Financial Officer

Title:

Date: 16-AUG-2021

Date:

PO Number: _____



AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated May __, 2022 and is between the SANTA ROSA CITY SCHOOLS (hereinafter called the "District"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2022 and ends on June 30, 2023 and for such term thereafter as the parties may agree upon.
2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the District.
3. The District’s representative in dealing with the Contractor shall be designated by Santa Rosa City Schools.
4. The District shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.
5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.
6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.
7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.
8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under District’s jurisdiction. The

Contractor also agrees to maintain communication with the designated schools to maintain proper scheduling.

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.
10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the District a Certificate of Insurance naming the District and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than \$1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the District and shall not call on the District's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the District, its officers, agents and interest of the District. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the District.
11. Contractor agrees to defend, indemnify and hold harmless the District, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.
 - a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.
 - b) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay District, its officers, agents, or employees, any and all costs and expenses incurred by the District, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.
 - c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of District, liability will be apportioned between Contractor and District based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify District will be limited accordingly.
 - d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to District for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of \$5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.
13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the District.
14. The District agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Twenty-eight Dollars and Seventy-eight Cents (**\$28.78**) per hour, per Crossing Guard during the term. Based on a minimum of twenty-six (26) sites and upon a projected (16,920) hours of service the cost shall not exceed Four Hundred Eighty-six Thousand, Nine Hundred Fifty-eight Dollars (\$486,958.00) per year, unless Contractor fails to perform service.
15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.
16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide District with 60 days-notice of its request to increase pricing. District agrees to review and respond to said notice within 30 days of receipt.
17. The District shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.
18. This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

DISTRICT

Santa Rosa City Schools

By _____
Signature

Print Name and Title

Date _____

CONTRACTOR

All City Management Services, Inc.

By _____
D. Farwell, Corporate Secretary

Date _____



ALL CITY MANAGEMENT SERVICES

April 29, 2022

Melanie Martin
Santa Rosa City Schools
211 Ridgway Avenue Santa Rosa, CA 95401

Dear Melanie Martin,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for providing School Crossing Guard Services through the 2022-2023 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our workforce has been decimated, the number of sites that remained unstaffed in spite of our doubling down on ads, incentives and recruitment efforts has been frightening to say the least.

In our industry our workforce has historically maintained an average age of approximately 64 years old. Since COVID and as a direct result of the lives lost, the risk inherent with this age group and the fears still prevalent we've lost a significant portion of our workforce. The net effect has been a younger workforce that expects and demands wage rates higher than minimum wage. When we factor in a higher cost of living, the rising costs of gas with most Crossing Guards required to go back and forth to work 2, 3 or 4 times a day, the demand for higher wages is predictable.

Our plan as we enter the coming school year is to offer more competitive wages. This will mean significantly higher billing rates for most programs throughout the nation. To facilitate the calculation of the annual program cost we have developed and included with this letter a Client Worksheet. This Worksheet is our best estimation of the hours and cost of your program based on the current schedules and the proposed price increase.

While we remain committed to providing a safe, cost-effective and professional School Crossing Guard Program we hope you will find this new pricing acceptable. If you have any questions or need additional information, please contact me at (800) 540-9290. Take care.

Sincerely,

Baron Farwell,
General Manager

All City Management Services Inc.

Client Worksheet 2022 - 2023

Department: 1009401

Billing Rate for 2022/2023: \$28.78

Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

KEY:

Traditional Calendar:

For sites with no regularly scheduled early release days, use 180 regular days

For sites with one regularly scheduled early release day/week, use 144 regular days and 36 minimum days

Sites with traditional calendar:

	70		180		\$28.78	=	\$362,628.00
20 Sites at 3.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

For Site: 2200/2224/1566

	10.5		144		\$28.78	=	\$43,515.36
3 Sites at 3.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

	13.5		36		\$28.78	=	\$13,987.08
Sites at 4.50 hrs for sites above	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

For Site: 523/3798/1898

	13.5		144		\$28.78	=	\$55,948.32
3 Sites at 4.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

	10.5		36		\$28.78	=	\$10,878.84
Sites at 3.50 hrs for sites above	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

TOTAL PROJECTED HOURS	16920	TOTAL ANNUAL PROJECTED COST	\$486,957.60
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AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Santa Rosa City Schools (“Client”) and the law firm of Fagen Friedman & Fulfroast LLP (F3 Law) (“Attorney”). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2022:

1. **CONDITIONS.** This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement.

2. **SCOPE OF SERVICES.** Client hires Attorney as its legal representative/counsel with respect to matters Client specifically refers to Attorney. Attorney will provide those legal services reasonably required to represent Client. Attorney will take reasonable steps to keep Client informed of progress and to respond to Client’s inquiries.

3. **CLIENT’S DUTIES.** Client agrees to cooperate with Attorney and to communicate with candor while keeping the Attorney apprised of any information or developments which may come to Client’s attention, to abide by this Agreement, to pay Attorney’s bills on time and to keep Attorney advised of Client’s address and telephone number. Client will assist Attorney in providing information and documents necessary for the representation in the described matter.

4. **CONSULTANT SERVICES.** Attorney may provide consulting services, which may be referred to as Next Level Client Services, in addition to or in support of the legal services provided pursuant to this Agreement, through qualified non-attorney consultants, including but not limited to: governance training and assistance; communications services; education program planning and implementation; mentoring, coaching, and leadership; strategic planning and solutions; and advocacy at the local and state level.

5. **EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING.** In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service with servers located in a facility other than Attorney’s office. Most of Attorney’s electronic data, including emails and documents, are stored in this manner. Although Attorney will take reasonable precautions to keep email and other electronic data confidential and secure, because technology and cyber threats continue to evolve, there may be risks communicating and storing electronic data in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client’s representatives and agents, as well as to having communications, documents and electronic data pertinent to Client’s matter(s) stored through a cloud-based service.

6. **LEGAL FEES AND BILLING PRACTICES.** Client agrees to pay by the hour, in minimum units of one tenth (.1) of an hour, at Attorney’s prevailing rates for all time spent on Client’s matter by Attorney’s legal personnel. Current hourly rates are noted in an attached rate schedule and the actual rate billed is based on the attorney’s number of years of experience.

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days’ written notice to client. If Client declines to pay any increased

rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

7. COSTS AND OTHER CHARGES. (a) Attorney will incur various costs and expenses in performing legal services under this Agreement. Except as otherwise stated, Client agrees to pay for all costs, disbursements and expenses in addition to the hourly fees. These include fees fixed by law or assessed by public agencies, messenger and other delivery fees, out of office copying/reproduction costs, and travel costs (including mileage charged at the standard IRS rate, parking, transportation, meals and hotel costs, if applicable), and other similar items. The following costs shall not be charged:

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge

(b) Out of town travel. Client agrees to pay transportation, meals, lodging and all other costs of any necessary out-of-town travel by law firm personnel. Client will also be charged the hourly rates for the time legal personnel spend traveling.

(c) Consultants and Investigators. To aid in the representation in Client's matter, it may become necessary to hire consultants or investigators. Client agrees to pay such fees and charges.

8. BILLING STATEMENTS. Attorney will send Client monthly statements for fees and costs incurred. Each statement will be payable within thirty (30) days of its mailing date. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) days past due. Client may request a statement at intervals of less than 30 days. If Client requests a bill, Attorney will provide one within 10 days. The statements shall include the amount, rate, basis of calculation or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent, for good cause or as allowed or required by law upon ten (10) days written notice. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Attorney's advice on a material matter or any fact or circumstance that would render Attorney's continuing representation unlawful or unethical. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Following the conclusion of Attorney's representation of Client, Attorney will, upon Client's request, deliver to Client the Client file(s) and property in Attorney's possession, whether or not Client has paid for all services. If Client has not requested delivery of the files, Attorney may destroy all such files in its possession seven (7) years after the conclusion of the representation.

10. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of the matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only. Actual fees may vary from estimates given.

11. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

12. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MEDIATION CLAUSE. If a dispute arises out of or relating to any aspect of this Agreement between the Client and Attorney, or the breach thereof, and if the dispute cannot be settled through negotiation, Attorney and Client agree to use mediation before resorting to arbitration, litigation, or any other dispute resolution procedure.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have signed this Agreement for Legal Services.

Santa Rosa City Schools

Fagen Friedman & Fulfrost LLP

Namita S. Brown

Type or Print Name

Name

Managing Partner

Type or Print Title

Title



District Authorized Signature

Signature

DATE: _____

DATE: May 6, 2022



PROFESSIONAL RATE SCHEDULE

Santa Rosa City Schools
July 1, 2022

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate:

Associate	\$290 - \$330 per hour
Partner	\$355 - \$390 per hour
Senior Counsel/Of-Counsel	\$370 - \$390 per hour
Paralegal	\$205 - \$290 per hour
Law Clerk	\$290 per hour
Education Consultant	\$300 per hour
Next Level Client Services	\$330 per hour

Travel time shall be charged only from the Attorney's nearest office to the destination and shall be prorated if the assigned Attorney travels for two or more clients on the same trip. If Client requests a specific Attorney, Client agrees to pay for all travel time of that specific Attorney in connection with the matter. For matters concerning compliance with state and federal voting rights laws and/or related subjects, Client agrees to pay for all travel time of assigned Attorney in connection with those matters.

2. ON-SITE LEGAL SERVICES

At Client's discretion and by prior arrangement of Client and Attorney, Attorney may provide regularly scheduled on-site legal services ("Office Hours") to address legal issues that may arise in Client's day-to-day operations. Office Hours, which include time Attorney spends at Client's facility as well as travel time, shall be provided at a reduced hourly rate of 90% of the Attorney's standard hourly rate.

3. COSTS AND EXPENSES

In office Photocopying	No Charge
Facsimile Charges	No Charge
Postage	No Charge
On-line Legal Research Subscriptions	No Charge
Administrative Overhead	No Charge
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.



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 Collaborative Education Practice, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

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

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

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

Number of Individuals Served: Teachers and Administrators at the following sites that qualify for the Continuous School Improvement Grant (Albert Biella, Steele Lane, Brook Hill, Montgomery, Santa Rosa High School, Elsie Allen, and Ridgway).

Approved at Site by*: _____ Date: _____

* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____ Date: _____

** Signature - DISTRICT OFFICE DEPT. SIGNATURE

Contract Created by: Alisa Haley, Director Educational Services
Phone #: 890-3800

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Aug. 1, 2022 Proposed Contract End Date: June 30, 2023

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:

Coordination of staff, subs, dates, and training rooms.
Support of work via attendance and consistent messaging.
Work with Collaborative Ed. aligning outcomes to SRSC Vision and Mission, SPSA, and CSI plan for student achievement.

(b) CONTRACTOR's Responsibilities and Duties:

Principal Collaboration:

- Provide opportunities for the principal/admin team to develop expertise with implementing evidence-based inquiry cycles.
- Discuss problems of practice and engaging in forward planning by clarifying capacity building supports for school improvement focused on student learning and graduation.
- Principal/admin team develops the capacity to fulfill the role of lead learner by modeling co-learning, shaping school culture and maximizing impact on student learning.

School Leadership Team:

- Provide opportunities for the principal/admin team and teacher leaders to collaboratively design, implement, and refine a school implementation plan with strategies for building school-wide capacity to improve teaching, student learning and course completion around key areas of improvement.
- Develop capacity to guide collaborative inquiry cycles focused on student support services, lesson design/precision of pedagogy and evidence of learning/progress towards course outcomes.

Teacher Team Inquiry Cycles:

- Provide opportunities for teacher teams to collaboratively design, implement and refine instructional cycles as part of courses of study to improve student supports around key improvement areas.
- Develop capacity to collaborate plan high yield instructional practices informed by timely assessments for learning that results in precision of pedagogy and improve student learning results.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on Aug 1, 2022, and will continue through June 30, 2023, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed One Hundred Sixty Two Thousand Dollars (\$162,000.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Client will be invoiced monthly for consulting services. Invoices are due upon receipt.

Sessions canceled by the school and/or the district within a ten (10) day (i.e. two school weeks) window of the scheduled service date will be charged the daily rate. In the event of an unplanned/emergency circumstance, such as school closure, or if there is a need to reschedule a session that is 11 + school days out, it is agreed that CEP will reschedule and adjust service type, if necessary, to accommodate SRCS needs, hereby, fulfilling this contract for all sessions outlined in this agreement.

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 students? How will/is it measured?):

- Assess school wide common core implementation progress
- Define student and staff needs to guide professional learning and improve student supports
- Create action steps that improve school culture and practices
- Engages in problems of practice protocols to improve support systems for teaching and learning.
- Develop capacity to serve as a leader that develops school-wide support systems for teaching and learning.
- Develop capacity for school teams to assess site progress, define next action steps and communicate promising practices.
- Analyze data through the cycle of inquiry process measuring real-time student data
- Develop capacity of school teams to guide instructional planning, review student work/data and engage in learning rounds.

Through site interim progress report monitoring principals will share data regarding school leadership, college and career readiness, and overall school performance. This data will be used and reported through the LCAP/SPSA process.

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.

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: ___Amy Bryant CEP Lead ___

Street: __2604-B El Camino Real #182__

City/State/Zip __92008___

Phone: __(619) 993-2101__

Email: __abryant@coolaborativeedu.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: A Bryant

Rick Edson

Print Name: Dr. Amy Bryant

Deputy Superintendent

Title: President/Coach

mmartin@srcs.k12.ca.us

Email: abryant@collaborativeedu.com

707-890-3800

Phone: 619-993-2101



Collaborative Educational Practice
Attn: Dr. Amy Bryant

2604-B El Camino Real #181
Carlsbad, California
92008
United States

Prepared For
Alisa Haley/ Cindy Deuel
Santa Rosa City Schools
211 Ridgway
Santa Rosa, California
95401
United States

Proposal Date
05/23/2022

Proposal Number
#2-17

Reference
CSI Grant Support Services
for the 2022-2023 School
Year

Proposal for Core Services for Santa Rosa City Schools 2022-2023

The Collaborative Educational Practice, Inc. team supports educators to strengthen their practice and increase their potential by customizing job-embedded training, coaching, and consulting services to leaders at all levels of the organization from the district office to the classroom. All services are grounded in inquiry-based learning cycles and planned using evidence-based interventions, data, and relevant research utilized to build and sustain a coherent system of continuous improvement.

Our service model is flexible and customizable to meet the needs of each individual, team, or group. Whether it is instructional or leadership coaching, facilitating professional learning communities, guiding teams to analyze data, or providing consulting services on technical writing, our aim is to support continuous learning in a dynamic environment. Each of the services below align to the ***SRCS LCAP Academic Goals #1 to provide a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students***, as well as meets the ***State and Federal requirements for the Comprehensive Support and Intervention*** - CSI grant.

Proposal Purpose

The proposal is designed for the District Office Teaching and Learning Department Director to provide and monitor a core level of support to the CSI designated schools in SRCS. The support will include a focus on working with the principal and teacher leaders to support the successful implementation of the CSI requirements and accomplishing the LCAP goals. Each site leader will meet with their assigned Coach to create a theory of action (see descriptions of services below) for the implementation and monitoring of the SPSA/CSI site plan.

Participant Groups and Frequency in 2022-2023

CSI Secondary Schools			CSI Elementary Schools		
Site	Sessions	Frequency	Site	Sessions	Frequency
RHS	12	2 x month Sept-Dec 1 x month Jan-Apr	ABES	6	Monthly Sept-Nov; Feb-Apr
EAHS	12	2 x month Sept-Dec 1 x month Jan-Apr	SLES	6	Monthly Sept-Nov; Feb-Apr
MHS	6	Monthly Sept-Nov; Feb-Apr	BHES	6	Monthly Sept-Nov; Feb-Apr
SRCS	6	Monthly Sept-Nov; Feb-Apr	Total 18		
Total 36					

Instructional and Leadership CSI Support includes the following Services:

Cohesive Instructional Framework in Action: Teaching and Learning Connections

District level leaders and TOSAs collaborate with Coaches and Principals and monitor site SPSA/CSI Plans to ensure progress, needs, and formative data results are communicated and connected to the district level decision makers. The work will focus on strengthening multi-tier support systems and professional learning community structures at each school site.

Coaching for Results: Principal/Administrative/TOSA Data Driven Progress Monitoring

Strategic instructional leadership planning, real-time student data collection via learning rounds, data analysis, and time to dig into problems of practice that result from engaging in the work. During a full day session, the Principal Coaching portion can take place during the school day followed by Site Leadership Team (see below) during after-school or during staff meeting time.

Collaborate for Success: School Site Instructional Leadership Team

Deep dive into data analysis, strategic focus and action planning, alignment of priority standards to equity goals, curriculum, assessment, and high-yield instructional strategies using the Plan-Do-Study-Act/cycle of inquiry, and teacher instructional leadership skill refinement documented and monitored in the SPSA/CSI Plan. The session typically takes place in an after-school session on-site or virtually.

Ensuring Clarity and Building Accountability: Virtual - Check-ins

Support via Zoom for SLTs in between sessions. Teams are supported with various protocols to support the "Do-Study" parts of the collaborative inquiry cycle. Outcomes include increased clarity, team calibration, data analysis, and instructional lesson design refinement.

Pricing

Description	Rate	Qty	Line Total
Secondary CSI Schools	\$3,000.00	36	\$108,000.00
Elementary CSI Schools	\$3,000.00	18	\$54,000.00
		Subtotal	162,000.00
		Tax	0.00
		Proposal Total (USD)	\$162,000.00

Terms

AGREEMENTS AND ASSURANCES

SRCS will be invoiced on a monthly basis. Session rate includes travel and materials but does not include substitutes or participant hourly pay, if needed. Please note: Sessions canceled by the school and/or the district within a ten (10) day (i.e. two school weeks) window of the scheduled service date will be charged the daily rate. In the event of an unplanned/emergency circumstance, such as school closure, or if there is a need to reschedule a session that is 11 + school days out, it is agreed that CEP will reschedule and adjust service type, if necessary, to accommodate SRCS's needs, hereby, fulfilling this contract for all sessions outlined in this agreement. Fees are due upon receipt of the monthly invoice.

IN WITNESS WHEREOF, the parties hereto have agreed to the specifics outlined in the Proposal/Statement of Work. Signatures indicate that the proposal is approved to carry out the work according to the SOW dated 5/23/22.

Santa Rosa City Schools Superintendent Designee

Name:

Collaborative Educational Practice, Inc. - CollaborativeEDU - Designee:

Name: Dr. Amy Bryant

Signature:



Title: CEP President/Lead Coach



STUDENT INTERNSHIP AGREEMENT 2022-2023

This Agreement, effective July 1, 2022 is made and entered into by and between Santa Rosa City Schools District (“District”) and Western Governors University (“University”).

ARTICLE 1: RECITALS

- 1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.
- 1.2 An agreement by a school district to provide student teaching, administrative or counseling practicum and experience to Students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (“Commission”) is not inconsistent with the purposes for which school districts are established.
- 1.3 Pursuant to the provisions of Section 44320 of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, Western Governors University (“University”), or any other university or college accredited by the State Board of Education as a teacher, administrative, and counselor education institution, to provide internship programs to students enrolled in the University.

ARTICLE 2: DEFINITIONS

- 2.1 “Student” shall refer to a student validly enrolled at the University in a program which is approved by the Commission and which leads to an education, administrative services, or counseling credential.
- 2.2 “Supervising Employee” shall refer to an employee of the District holding a valid, clear teaching credential, pupil personnel services credential, or administrative services credential issued by the Commission who has three or more years of experience in their credentialed field of work.
- 2.3 “Student Internship” shall refer to the active participation by a Student in the duties and functions of classroom teaching, school counseling or administrative services under the direct supervision and instruction of one or more Supervising Employees.
- 2.4 “Student Internship Assignment” shall refer to 2022-2023 School Year of daily student teaching, counseling or administrative services or the equivalent, as determined by the University in collaboration with the District. Student Internship Assignments shall satisfy all Commission requirements.
- 2.5 “Honorarium” shall refer to the amount of one hundred dollars (\$ 100) that shall be paid directly to the Supervising Employee, in recognition of that full-time teacher, counselor or administrator’s efforts

beyond normal teaching, counseling or administrative duties in the course of supervision. Payment of an Honorarium by the University to the Supervising Employee will not render the Supervising Employee an employee or agent of the University. Nothing in this Agreement is intended by the parties to affect or change any term or condition of any collective bargaining agreement with respect to wages, compensation, or terms or conditions of employment, now extant or hereafter entered into between the District and its employee representatives.

ARTICLE 3: TERMS AND CONDITIONS

- 3.1 Student Internship Experience. The District shall provide Students with Student Internship experience in schools and classes of the District under the direct supervision and instruction of a Supervising Employee.
- 3.2 Mandatory Instruction and Reporting. Before a Student is assigned to the District for placement in a Student Internship Assignment, University shall instruct such Student on applicable state and federal law regarding unlawful discrimination, to include sexual harassment, and mandated reporting of child abuse.
- 3.3 PACT Requirements (if applicable). As required by State law, the Student will be participating in the Performance Assessment of California Teachers (PACT). The terms of this process will be provided to the District in a separate notice.
- 3.4 Language Arts Standards (if applicable). University agrees to prepare all teacher candidates to be able to implement all of the language arts content standards outlined in the *Reading/Language Arts Framework for California Public Schools*, including instruction in systematic, explicit phonics.
- 3.5 Placement Protocol. University will follow the District's protocol for the placement of Students, and will make initial contact at the District level to coordinate the placement of Students with the Assistant Superintendent, Curriculum and Instruction (K-6), and the Assistant Superintendent, Curriculum and Instruction (7-12). As specified in the state teacher preparation standards, the selection of the Student placement sites and Supervising Employee shall be a joint decision between University, the District and the School.
- 3.6 Right of District to Refuse Placement. Subject to applicable state and federal law regarding unlawful discrimination, including sexual harassment, at its sole discretion, the District may refuse to accept, or may terminate, any Student assigned to the District for Student Internships if in the District's judgement and discretion, the conduct or attitude of Student threatens the safety or welfare of any District pupil, employee or agent. Upon notification by the District, University shall promptly terminate the Student's assignment to the District. Students who the District does not deem a threat to the safety or welfare of the District, its pupils, employees or agents, and who are already assigned to and scheduled for an internship, will be permitted to complete any previously scheduled internship assignments in District.
- 3.7 Confidentiality of Student Records. The District acknowledges that the education records of Students assigned to the District are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any Student assigned to the District under this Agreement. As a result of this Agreement, District shall be considered to be "school official" of University and may transmit, share or disclose educational records, including evaluations and attendance records of Students, without the Students written consent to other school officials of University who have a legitimate educational interest in the records.

- 3.8 Honorarium Payment upon Student's Termination. Upon a Student's assignment being terminated pursuant to section 3.6, the Supervising Employee shall receive a prorated share of the Honorarium, if available, based upon the amount of time in which that Student was supervised, and with the full Honorarium to be paid where more than one-half (1/2) of the Student Internship Assignment was supervised by that Supervising Employee prior to termination; *provided, however*, that if a Student is supervised by more than one Supervising Employee, the Honorarium shall be shared proportionately between them, based upon the extent of each teacher, counselor or administrator's supervision of such Student. The District shall determine the pro-rata portion to be paid to each Supervising Employee, and that determination shall be conclusive as to all claimants. The University shall not be liable for payment of any amount beyond the Honorarium described in section 2.5, or for payment to any third party, even if the University is advised of the possibility of a claim on behalf of such person.
- 3.9 Certificates of Clearance. The University shall inform each participating Student that they must provide a valid negative TB test and Certificate of Clearance from the Commission to the District prior to commencement of the Student Internship Assignment.
- 3.10 Use of parties' Names Prohibited. Neither party shall use the name of the other party in any form or manner in advertisements, reports, nor other information released to the public without the prior written approval of that other party.
- 3.11 Fingerprint Clause. In order to participate in the Student Internship, each Student must consent to providing verification of background clearance from the Federal Bureau of Investigation and the California Department of Justice to the District for each Student prior to commencement of the Student Internship Assignment.
- 3.12 Recordings. During Student Internship, Student complete a teacher performance assessment, which measures Student readiness to teach. A teacher performance assessment is designed for Student to submit real artifacts—lesson plans, video, and student work samples—to show the authenticity of the local teaching context and the way the Student respond to students when teaching in a real setting. In order to collect artifacts required for a teacher performance assessment, Student may be required to submit video recordings of themselves teaching in the classroom.

Additionally, recordings provide University an avenue to evaluate the performance of Student, and the Student with opportunities to evaluate themselves, reflect, and improve their instruction.

University provides the following guidelines to Student. The District understands that Student are not employees or agents of University and that any further precautions regarding the privacy of the District's students should be agreed directly between the District and Student.

Student Guidelines

- Secure appropriate permission from the parents/guardians of your students and from adults who appear in the video recording.
- To protect confidentiality, remove your name and use pseudonyms or general references (e.g., "the district") for your state, school, district, and cooperating teacher. Mask or remove all names on any typed or written material (e.g., commentaries, lesson plans, student work samples) that could identify individuals or educator preparation programs. During video recording, use only the first names of students.
- You must follow appropriate protocol to submit recordings to University.
- You may not display the video publicly (i.e., personal websites, YouTube, Facebook, etc.).
- You may not use any part of the recordings for any personal or professional purposes outside of performance evaluation.
- You must destroy all video recordings once the evaluation is complete.

ARTICLE 4: GENERAL PROVISIONS

4.1 Term and Termination. This Agreement shall commence on the later of the two dates as follows: (i) the date on which the last signature appears on this Agreement; or (ii) the first day of the 2022-23 school year, and it shall continue in full force for one year, ending on the last day of the 2023-24 school year. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party; provided, *however*, all Students receiving Student Internship experience from the District as of the date of a termination notice or expiration of this Agreement shall be permitted to complete their Student Internship Assignments during the current school year.

4.2 Indemnification. The University shall indemnify, defend, protect, hold harmless, and release the District its officers, agents and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising out of the negligent acts or omissions in the performance by the University under this Agreement; except such Liability caused by the sole negligence or willful misconduct of the District. This indemnification obligation shall not be limited in any way, by any limitation, on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefits acts. The aforementioned indemnification shall survive the terms of this Agreement.

The District shall indemnify, defend, protect, hold harmless, and release the University its officers, agents and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising out of the negligent acts or omissions in the performance by the District under this Agreement; except such Liability caused by the sole negligence or willful misconduct of the University. This indemnification obligation shall not be limited in any way, by any limitation, on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefits acts. The aforementioned indemnification shall survive the terms of this Agreement.

4.3 Insurance. During the entire term of this Agreement, each party, at its own expense shall maintain, in full force Comprehensive General Liability and Commercial Auto Liability covering bodily injury and property damage. Each party must also provide evidence of coverage for Professional Liability including improper sexual conduct coverage. All policies and insurance carriers must be acceptable to the other party and be written on an occurrence based form.

The insurance shall be in the following amounts: Comprehensive General Liability and Auto Liability with a combined single limit per occurrence limits of not less than \$2,000,000, with a \$3,000,000 aggregate; Professional Liability with per occurrence limits of not less than \$1,000,000; with an annual general aggregate of not less than \$3,000,000; improper sexual conduct coverage with per occurrence limits of not less than \$1,000,000, with an annual aggregate of \$2,000,000; Workers' Compensation with statutory limits for the State of California and \$1,000,000 Employers' Liability. The parties acknowledge that Students of University will be responsible for procuring and maintaining, at their own expense, Professional Liability and Auto Liability coverage in the amounts listed above.

The District shall provide the University with a Certificate of Insurance as evidence of all required in force insurance and an endorsement naming the University, its officers, employees and agents as an additional insured with regard to liability arising out of the District's activities carried out under the terms of this Agreement; except such Liability caused by the sole negligence or willful misconduct of the University.

The University shall provide the District with a Certificate of Insurance as evidence of all required in force insurance and an endorsement naming the District, its officers, employees and agents as an additional insured with regard to liability arising out of the University's activities carried out under the terms of this Agreement; except such Liability caused by the sole negligence or willful misconduct of the District.

- 4.4 Worker's Compensation. It is understood by each party that Students shall be considered District volunteers for purposes of Workers' Compensation only.
- 4.5 Venue. In the event of any dispute or litigation concerning or arising out of this Agreement, all parties agree to seek resolution of the dispute or litigation within Sonoma County and no other place.
- 4.6 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein.
- 4.7 Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
- 4.8 Amendments. Amendments to this Agreement may be made at any time, *provided, however,* that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the District and University.
- 4.9 Assignment. This Agreement shall not be assigned without the express written consent of the non-assigning party. A transfer of obligation under this Agreement by operation of the law shall require the affirmative assent of all parties, and the failure of a party to affirmatively consent shall act as a termination of this Agreement, subject to the right of Students to complete their respective Student Internship Assignments pursuant to section 4.1.
- 4.10 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed at the end of this Paragraph (unless a party has changed its address by giving notice as provided in this paragraph), and will be effective upon receipt if delivered by personal or overnight delivery or facsimile, or effective three days after being placed in the United States mail, postage pre-paid.

Western Governors University

ATTN: General Counsel

4001 South 700 East, Suite 700

Salt Lake City, UT 84107-253

[Phone] _____

Santa Rosa City Schools District

ATTN:

Associate Superintendent

211 Ridgway Ave, Santa Rosa, CA 95401

Office (707) 890-3800 x80201

legal@wgu.edu

- 4.11 Binding Effect; Counterparts, and Interpretation. This Agreement (i) shall be binding upon and enforceable by the parties hereto and their respective legal representatives; (ii) may be executed in counter-parts, each of which may be deemed to be an original, but which together shall constitute one instrument; and (iii) shall be construed and enforced in accordance with the laws of the State of California.

AGREED:

WESTERN GOVERNORS UNIVERSITY

SANTA ROSA CITY SCHOOLS
DISTRICT

By: *Jennifer K. Doshier*
Jennifer K Doshier (May 24, 2022 11:21 EDT)

Jennifer Doshier
Director, Field Experience, Teachers College

By: _____

ASSOCIATE SUPERINTENDENT

Date: May 24, 2022

Date: _____






Santa Rosa City Schools - Santa Rosa CA District Agreement 2022

Final Audit Report

2022-05-24

Created:	2022-05-24
By:	Terry Miller (terry.miller@wgu.edu)
Status:	Signed
Transaction ID:	CBJCHBCAABAAiL5BzpezdiOGzx-3g9N76bebxipoyYx5

"Santa Rosa City Schools - Santa Rosa CA District Agreement 2022" History

-  Document created by Terry Miller (terry.miller@wgu.edu)
2022-05-24 - 2:25:02 PM GMT- IP address: 107.3.82.158
-  Document emailed to Jennifer K. Doshier (jennifer.doshier@wgu.edu) for signature
2022-05-24 - 2:27:08 PM GMT
-  Email viewed by Jennifer K. Doshier (jennifer.doshier@wgu.edu)
2022-05-24 - 3:19:55 PM GMT- IP address: 185.131.220.243
-  Document e-signed by Jennifer K. Doshier (jennifer.doshier@wgu.edu)
Signature Date: 2022-05-24 - 3:21:25 PM GMT - Time Source: server- IP address: 24.125.110.70
-  Agreement completed.
2022-05-24 - 3:21:25 PM GMT

May 31, 2022

VIA ELECTRONIC MAIL ONLY:

atrunnell@srcs.k12.ca.us

Anna Trunnell, Superintendent
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, California 95401

Re: Agreement for Legal Services – 2022-2023
Santa Rosa City Schools
Burke, Williams & Sorensen, LLP

Dear Superintendent Trunnell:

We are pleased to represent Santa Rosa City Schools (“Client”) with respect to the matters described in this Agreement. The following sets forth the terms pursuant to which Burke, Williams & Sorensen, LLP (“Burke”) and Client agree that Burke will provide legal services to Client. The hallmark of any productive professional relationship is effective communication. We invite you to contact us at any time during or after our representation with regard to any questions you may have associated with our representation or the matters described herein.

1. CONDITIONS. The effective date of this Agreement will be July 1, 2022 through June 30, 2023. This Agreement shall remain in effect until terminated by either party in accordance with the terms contained herein or by mutual agreement of the parties.

2. SCOPE OF SERVICES. Client hires Burke to provide legal services as directed by the Superintendent, administrators, or the Board of Trustees with respect to its general business, legal, educational and governance matters, including representation, advice, and counseling on charter school matters. No representation outside of the services set forth herein shall be provided by Burke to Client. No representation of any directors, officers, employees, or any other persons or entities affiliated with Client shall be provided unless such representation is expressly included in this Agreement. Client will provide those legal services reasonably required to represent Client. Burke will take reasonable steps to keep Client informed of progress and to respond to all inquiries of Client. Services in any matter not described herein will require a separate written request from Client.

3. CLIENT OBLIGATIONS. Client agrees to cooperate and be truthful with Burke, to keep Burke informed of any information or developments which may come to their attention, to abide by the terms of this Agreement, to pay Burke’s bills on time, and to keep Burke advised of

Anna Trunnell, Superintendent
May 31, 2022
Page 2

their current address, telephone number, and all other contact information. Client will assist Burke in providing necessary information and documents, and will appear when necessary at legal proceedings.

4. CONFLICTS OF INTEREST. Before accepting representation of Client, Burke has undertaken reasonable and customary efforts to determine whether there are any potential conflicts of interest or adversity of positions between Client and any other person or entity that would bar Burke from representing Client in general or in any of the specific matters listed herein. Burke has reviewed this issue in accordance with the Rules of Professional Conduct adopted in California. Burke believes that those rules, rather than the rules of any other jurisdiction, are applicable to Client's representation. Client's execution and return of the enclosed copy of this Agreement represents an express agreement to the applicability of the Rules of Professional Conduct adopted in California to any and all representation arising under this Agreement.

5. DISCLOSURE. Pursuant to the requirements of California Business & Professions Code Section 6148, Burke hereby discloses that it maintains professional errors and omissions insurance.

6. LEGAL FEES AND BILLING PRACTICES. Client agrees to pay by the hour at Burke's prevailing rates for all time spent on Client's matter(s) by Burke's legal personnel. Current hourly rates for Burke's legal personnel are set forth in Attachment A to this Agreement.

Burke's rates are subject to change on 30 days' written notice to Client. If Client declines to pay the increased rates, Burke will have the right to withdraw as attorney for Client.

Time will be billed in a minimum increment of one-tenth (.1) hour. The time charged will include the time Burke spends on telephone calls relating to Client's matter(s), including calls with Client, witnesses, opposing counsel, or court personnel. The legal personnel assigned to Client's matter(s) may confer among themselves about the matter(s), as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of Burke's legal personnel attends a meeting, court hearing, or other necessary proceeding, each will charge for the time spent for doing so. Burke will charge for waiting time in court and elsewhere and for travel time, both local and out of town, except as otherwise agreed to by Client and Burke.

Anna Trunnell, Superintendent
May 31, 2022
Page 3

7. COSTS AND OTHER CHARGES.

(a) Costs and Expenses. Burke will incur various costs and expenses in performing legal services under this Agreement. In addition to Burke's hourly fees, Client agrees to pay for all costs, disbursements, and expenses associated with our legal representation of Client. These costs and expenses commonly include: service of process charges, filing fees, court and deposition reporters' fees, jury fees, notary fees, deposition costs, long distance telephone charges, messenger and other delivery fees, postage, photocopying and other reproduction costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultants' fees, expert witness, professional, mediator, arbitrator and/or special master fees, and other similar items. Except for the items listed below, all costs and expenses will be charged at Burke's cost.

In-office photocopying (per page):	\$.20
In-office color photocopying (per document):	\$1.00
Facsimile charges (per document):	\$1.00

(b) Experts, Consultants, and Investigators. To aid in the preparation or presentation of Client's case, it may become necessary to hire expert witnesses, consultants, investigators, and outsourced support services. Client agrees to pay such fees and charges. Burke will select any expert witnesses, consultants, investigators, or support services to be hired only with the express consent of the Client, and Client will be informed of persons chosen and their charges.

Additionally, Client understands that if the matter proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such payment will be entirely the responsibility of Client.

8. BILLING STATEMENTS. Burke will send Client periodic statements for fees and costs incurred. Each statement will be payable within 30 days of its mailing date. Client may request a statement at intervals of less than 30 days. If Client so requests, Burke will provide one within 10 days. The statements shall include the amount, rate, basis of calculation, or other method of determination of the fees and costs, which costs will be clearly identified by item and amount.

9. DISCHARGE AND WITHDRAWAL. Client may discharge Burke at any time. Burke may withdraw with Client's consent or for good cause. Good cause includes Client's breach of this Agreement, refusal to cooperate or to follow Burke's advice on a material matter, or any fact or circumstance that would render Burke's continuing representation of Client unlawful or unethical. When Burke's services conclude, all unpaid charges will immediately become due and payable by Client. Additionally, Burke will, upon Client's request, deliver all Client files and property in Burke's possession, whether or not Client has paid for all services.

10. DOCUMENT RETENTION POLICY. Upon written request, Client is entitled to any files in Burke's possession relating to the legal services performed by Burke for Client, excluding

Anna Trunnell, Superintendent
May 31, 2022
Page 4

Burke's internal accounting records and other documents not reasonably necessary to Client's representation, subject to Burke's right to make copies of any files withdrawn by Client. Once a matter is concluded, Burke will close the file, and Client will receive notice thereof. Client's physical files may be sent to storage offsite, and thereafter there may be an administrative cost for retrieving these materials from storage. Thus, it is recommended that Client request the return of a file at the conclusion of a matter. Under Burke's document retention policy, Burke normally destroys files five (5) years after a matter is closed, unless other arrangements are made with Client, or as otherwise required by law.

All Client-supplied materials and all attorney end product (referred to generally as "client material") are the property of Client. Attorney end product includes, for example, finalized contracts, pleadings, and trust documents. Attorney work product is the property of Burke. Attorney work product includes, for example, drafts, notes, internal memoranda and electronic files, and attorney representation and administration materials, including attorney-client correspondence and conflicts materials.

After the close of a matter, Burke will notify Client of any client materials that remain in Burke's possession. Client will be invited to retrieve these materials within 45 days of notice, or Client may direct Burke to forward the materials to Client, at Client's expense.

After the 45-day period, Burke will, consistent with all applicable rules of professional conduct, use its discretion as to the retention or destruction of all attorney work product and any client materials that remain in Burke's possession.

11. DISCLAIMER OF GUARANTEE AND ESTIMATES. Nothing in this Agreement, and nothing in Burke's statements to Client, will be construed as a promise or guarantee regarding the outcome of the matter. Burke makes no such promises or guarantees. Burke's comments about the outcome of the matter are expressions of opinion only. Any estimate of fees given by Burke shall not be a guarantee. Actual fees may vary from estimates given.

12. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreements, statements, or promises made on or before the effective date of this Agreement, will be binding on the parties.

13. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

14. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them, or an oral agreement only to the extent that the parties carry it out.

15. EFFECTIVE DATE. This Agreement will govern all legal services performed by Burke on behalf of Client commencing with the date Burke first performed legal services. The date

Anna Trunnell, Superintendent
May 31, 2022
Page 5

at the beginning of this Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Burke the reasonable value of any services Burke may have performed for Client.

THE PARTIES HAVE READ AND UNDERSTAND THE FOREGOING TERMS, AND AGREE TO THEM AS OF THE DATE BURKE FIRST PROVIDED LEGAL SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. CLIENT SHALL RECEIVE A FULLY-EXECUTED DUPLICATE OF THIS AGREEMENT.


DATED: _____

SANTA ROSA CITY SCHOOLS

By: _____
ANNA TRUNNELL, SUPERINTENDENT

DATED: May 31, 2022

BURKE, WILLIAMS & SORENSEN, LLP

By:  _____
JOHN R. YEH

Anna Trunnell, Superintendent
May 31, 2022
Page 6

ATTACHMENT A

Rates for Attorneys and other timekeepers through June 30, 2023:

Shareholders:

John R. Yeh \$300 / hour

Associates:

\$270 / hour

AGREEMENT FOR SPECIAL SERVICES
Legislative Services

This is an Agreement between the **CLIENT**, as defined above, and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as “Consultant,” entered into as of July 1, 2022.

RECITALS

WHEREAS, the Client needs assistance regarding legislative advocacy on its behalf; and

WHEREAS, the Consultant is professionally and specially trained and competent to provide these services; and

WHEREAS, the authority for entering into this Agreement is contained in Section 53060 of the Government Code and such other provisions of California law as may be applicable.

NOW, THEREFORE, the parties to this Agreement do hereby mutually agree as follows:

1. The Consultant agrees to perform the following services in consideration of the payments as recited in Item 2 below. The services shall consist of:
 - a. Collection and transmission of information pertinent to school finance legislation including, but not limited to all major school finance bills that affect the Client
 - b. Direct contact with and representation to, as requested by the Client: the State Legislature, the State Board of Education, the California Department of Education, Department of Finance, and the Legislative Analyst’s Office on school legislation
 - c. Updates on key school business and legislative issues in the *Sacramento Update* (a weekly newsletter published by the Consultant)
 - d. Such additional services relative to education issues as directed by the Client
2. The Client agrees to pay the Consultant for services rendered under this Agreement the sum of \$632 per month, plus expenses, or \$7,584 annually, plus expenses, for a total of five hours of direct service per month, upon billing by the Consultant. In the case of service needs in excess of five hours per month, the applicable hourly rate for the person performing the services shall apply.
3. This Agreement shall be for the period of one year, beginning July 1, 2022, and terminating June 30, 2023. It may be terminated by either party prior to June 30, 2023, on 30 days written notice. In case of cancellation, the Client shall be liable for any costs accrued to date of cancellation under Item 2 above.
4. It is recognized by both parties that the Consultant will be serving as a legislative advocate on behalf of the Client and that it will be necessary for both parties to file such appropriate forms with the Fair Political Practices Commission as may be required by state law.

5. It is expressly understood and agreed to by both parties that the Consultant, while carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the Client.

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

By: **Complete Via DocuSign** _____ Date: _____
Anna Trunnell
Superintendent
Santa Rosa City Schools

By: _____ Date: _____
Kyle Hyland
Director, Governmental Relations
School Services of California Inc.

By: _____ Date: _____
John D. Gray
President/CEO
School Services of California Inc.