



In consideration of the covenants, conditions, and promises in and for good and valuable consideration and the mutual benefits to be derived from this Agreement, Client and FCSS, separately referred to as a "Party" and collectively as the "Parties," have reviewed and understand and hereby enter into this Agreement. Unless the context requires otherwise, any reference to a Party in this Agreement shall mean the Party and its governing body, officers, employees, and agents and, in the case of Client includes the Client Users. Each person executing this Agreement on behalf of a Party represents that he/she is authorized to execute on behalf of and to bind the Party to this Agreement.

CLIENT



By: \_\_\_\_\_

Anna Trunnell Superintendent  
or Authorized Designee

FCSS

By: \_\_\_\_\_

Jim Yovino, Superintendent  
or Authorized Designee

## GENERAL TERMS AND CONDITIONS

These General Terms and Conditions contain the following Articles:

- Article 1 Scope of Use License and Obligations
- Article 2 Payment
- Article 3 Term and Termination of Agreement; Suspension or Termination of Access to Client Users
- Article 4 Indemnity
- Article 5 Dispute Resolution
- Article 6 General Provisions

Terms with initial capital letter shall have the respective meanings set forth in this Agreement.

### ARTICLE 1 SCOPE OF USE LICENSE AND OBLIGATIONS.

#### SECTION 1.1 RECITALS AND REPRESENTATIONS.

- 1.1.1 Cyber High is an on-line comprehensive electronic high school curriculum owned and maintained by FCSS (collectively **"Cyber High"**).
- 1.1.2 FCSS maintains Cyber High and the Cyber High Products to serve schools and their teachers, administrators, staff, and Students. Cyber High offers an additional education opportunity for Students who wish to accelerate their education, including high-risk Students, credit recovery, Students in continuation schools, alternative education, home schooling, adult Students, mobile Student populations, and incarcerated populations.
- 1.1.3 Cyber High is available to schools and other entities that purchased or for whom a purchase has been made of one or more Cyber High Products. All Cyber High Products are provided at reasonable fees intended to provide for the cost of developing and maintaining the Cyber High Products and related administration and support services.
- 1.1.4 Each Party represents and warrants to the other Party that: (A) it has the power and authority to enter into this Agreement and is permitted by applicable laws to enter into this Agreement; and (B) it has and will comply with all applicable laws in the access and use of the Cyber High Products and performance of its obligations under this Agreement, and in particular applicable federal and California laws and regulations, including the Family Educational Rights and Privacy Act (FERPA), regarding Student records, Student privacy, and the use and disclosure of Student records and information.
- 1.1.5 By this Agreement, the Parties desire to set forth the terms and conditions upon which FCSS shall provide to Client, and Client shall compensate FCSS for, one or more of the Cyber High Products as marked on the Cover, and to set forth the Parties' rights and obligations relating to the Cyber High Products and this Agreement

#### SECTION 1.2 SCOPE OF LICENSE TO AND OBLIGATION OF CLIENT.

- 1.2.1 CLIENT USERS. Each Student, teacher, administrator, or staff of Client who has registered for access to and use of Cyber High, and to whom FCSS has issued a user login and password (individually **"Client User"** and collectively **"Client Users"**) shall have access to the Cyber High Courses and other Cyber High Products as marked on the Cover.
- 1.2.2 USE LICENSE. FCSS owns all rights and interests in and relating to Cyber High and the Cyber High Products, including any copyright, right, and interest therein or thereto (collectively **"FCSS Product"**) and such FCSS Product shall remain FCSS' property and FCSS shall have all rights thereto, including the right to allow other third parties to access and use the Cyber High Courses and other Cyber High Products at the same or different time as Client and Client Users. FCSS grants to Client and Client Users a limited license to use the FCSS Product in accordance with the terms and conditions of this Agreement.

- 1.2.3 TERMS OF USE/LICENSING AGREEMENT/EXAM POLICY. Client and all Client Users who access and use the Cyber High Courses must comply with the Terms of Use/Licensing Agreement/Exam Policy that is in effect and posted on Cyber High at the time of such access and use. Client shall notify FCSS, through FCSS' contact person listed on the Cover, of any activity by its Client Users in violation of the Terms of Use/Licensing Agreement/Exam Policy. If there is a conflict between any provision in this Agreement and any provision in the Terms of Use/Licensing Agreement/Exam Policy, the provision in the Terms of Use/Licensing Agreement/Exam Policy shall govern as between the Parties.
- 1.2.4 NO RESALE RIGHTS OR COMMERCIAL USE. Client shall not resell to any third party the right to access or use any Cyber High Products, or provide any third party who is not its Client User with access to, or the ability to use, any Cyber High Products. The right to use Cyber High and Cyber High Products are entered into in order to encourage and support education, and is not intended to create a commercial license or enterprise. As such, any commercial use or application of Cyber High or Cyber High Products outside that specified in this Agreement is prohibited.
- 1.2.5 WARRANTY DISCLAIMER. Cyber High and the Cyber High Products are subject to ongoing development by FCSS and are being provided by FCSS AS IS to Client and Client Users. EXCEPT AS SET FORTH IN THIS AGREEMENT, FCSS DISCLAIMS ANY AND ALL WARRANTIES, CONDITIONS, AND DUTIES OF ANY KIND (IF ANY), EXPRESS OR IMPLIED, WITH RESPECT TO CYBER HIGH AND THE CYBER HIGH PRODUCTS, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 1.2.6 HARDWARE/SOFTWARE. Cyber High is made available to Client Users over the Internet through a web-browser interface. To access Cyber High, Client Users must have a suitable Internet connection, access to an appropriately configured computer, appropriately configured computer network, and utilize a supported browser, of which FCSS has no responsibility to provide to any Client User.
- 1.2.7 SUPPLEMENTARY MATERIALS. Client is solely responsible for providing or arranging for the provision of Supplementary Materials for Client Users. **"Supplementary Materials"** include but are not limited to, supplemental texts, textbooks, novels, atlases, calculators, graphing papers, protractors, rulers, compasses, and laboratory supplies and/or equipment.
- 1.2.8 PARENTAL CONSENT. Client will obtain any necessary parental consent for each Client User Student to access and use Cyber High Courses or other Cyber High Products.
- 1.2.9 CONTROLLING ACCESS. It is the responsibility of the Client to immediately deactivate access to Cyber High for Client staff who should no longer have access to Cyber High Student records/data.

### SECTION 1.3 OBLIGATIONS AND RIGHTS OF FCSS/CYBER HIGH.

- 1.3.1 CYBER HIGH PRODUCTS. FCSS shall provide to Client each Cyber High Product that is marked on the Cover.
- 1.3.1.1 PLAN PAYMENT 1 – If Plan Payment 1 – Unlimited Use is marked on the Cover, Client and Client Users shall have access to and use of the Cyber High Products during the contract term.
- 1.3.2 TERMS OF USE/LICENSING AGREEMENT. FCSS reserves and shall have the right to add or modify the Terms of Use/Licensing Agreement/Exam Policy at any time.
- 1.3.3 MODIFICATIONS TO CYBER HIGH. FCSS reserves and shall have the right to make any modifications to the software and course work as may be necessary. Cyber High and Cyber High Products, and any modifications thereto remain FCSS' property and FCSS retain any and all rights and interests therein and thereto.

**SECTION 1.4 CONFIDENTIAL RECORDS AND INFORMATION.** If any document and/or information (e.g., employee or Student records) that are subject to nondisclosure or protection under federal and/or California laws (collectively **“Confidential Materials”**) are provided to or created by a Party or any Client User for or pursuant to this Agreement, each Party shall: (A) not release, disseminate, publish, or disclose the Confidential Materials except as required by law or a court order, as this Agreement may permit, or as the other Party or Client User may authorize in writing; (B) not use the Confidential Materials for any purpose not related to the performance of this Agreement unless such use is specifically authorized by applicable laws; and (C) protect and secure the Confidential Materials, including those that are saved or stored in an electronic form, to ensure that they are safe from theft, loss, destruction, erasure, alteration, and unauthorized viewing, duplication, and use. The provisions of this Section shall survive the termination of this Agreement.

**SECTION 1.5 COMPLIANCE WITH APPLICABLE LAWS.** Each Party shall comply with all federal and California laws applicable to itself and its performance of this Agreement, and access to and use of Cyber High and the Cyber High Products. Each provision of law required to be inserted in or that applies to this Agreement is deemed inserted herein; however, if any conflict or inconsistency exists between a provision in this Agreement and a provision in an applicable law, the provision in this Agreement shall govern except where the provision in this Agreement is specifically prohibited or void by the applicable law(s) in which case the provision in the applicable law shall govern.

**SECTION 1.6 STUDENT RECORDS.** Student records include any information directly related to a Student that is maintained by Client or acquired directly from the Student through the use of Cyber High. Student records provided to FCSS under this Agreement are the property of and are under the control of Client. Students may retain possession and control of their own Student-generated content by requesting such content in writing, and within the period of Student accessibility. The period of accessibility for Student or Client User shall not exceed the termination date of this contract. The parents or legal guardians of a Student, or a Student who is 18 years or older, may review Personally Identifiable Information in the Student’s records and correct erroneous information as follows: by contacting, in writing or email, Cyber High staff and requesting to review and/or modify erroneous information. FCSS shall take actions to ensure the security and confidentiality of Student records including, but not limited to, designating and training responsible individuals on ensuring the security and confidentiality of Student records as follows: requiring all staff members to sign confidentiality forms and limit those staff members given access to confidential Student records. In the event of an unauthorized disclosure of a Student’s records, FCSS shall report such disclosure to the affected parent, legal guardian, or Student as follows: immediately and in writing. FCSS shall not use any information in a Student record for any purpose other than those required or specifically permitted by this Agreement. Client agrees to work with FCSS to ensure compliance with the federal Family Educational Rights and Privacy Act, 20 U.S.C. Sec. 1232g (“FERPA”) and the Parties will ensure compliance with FERPA as follows: by mandating compliance with all laws and regulations pertaining to Student’s rights of confidentiality. To the extent FCSS will have access to “education records” for Client’s Students as defined under FERPA, FCSS acknowledges that for the purposes of this Agreement it will be designated as a “school official” with “legitimate educational interests” in the education records, as those terms have been defined under FERPA and its implementing regulations, and FCSS agrees to abide by the FERPA limitations and requirements imposed on school officials.

**SECTION 1.7 DISPOSITION OF DATA.** During the Contract Term marked on the Cover, the Client User has full access and the ability to download all stored Client User data, to include Student work, records, etc. To maintain compliance with Student privacy regulations, if this contract is not renewed for the following term, **WITHIN 60 DAYS AFTER THE TERMINATION DATE OF THIS AGREEMENT, ALL PERSONALLY IDENTIFIABLE STUDENT INFORMATION WILL BE IRREVERSIBLY PURGED FOR CLIENT USER STUDENTS COVERED UNDER THIS AGREEMENT. NEITHER THE CLIENT USER NOR FCSS/CYBER HIGH WILL BE ABLE TO RETRIEVE ANY STUDENT WORK, RECORDS, OR DATA THEREAFTER.**

If the Client has not secured all needed data, the Client may request by certified letter that FCSS/Cyber High provide the following digital file(s): Excel file containing all identifying and demographic data and/or a PDF containing a copy of all Student grade reports. Such a request must be received by FCSS on or before the Termination Date marked on the Cover.

## **ARTICLE 2 PAYMENT.**

SECTION 2.1 GENERAL. As full consideration and compensation for FCSS' provision of the Cyber High Products to Client and Client Users, Client shall pay FCSS the Contract Amount in accordance with the Payment Schedule, both of which are marked as applicable on the Cover.

SECTION 2.2 TAXES. Amounts paid pursuant to Section 2.1 do not include any applicable sales, use, gross income, occupational, or similar taxes; import or export fees; duties, imports, or tariffs; or any other taxes, duties, charges, or fees of any kind that may be levied in connection with the transactions covered under this Agreement. Any such taxes (if any are due) are Client's responsibility and Client shall pay such taxes, and indemnify and hold FCSS from any liability with respect to such taxes.

## **ARTICLE 3 TERM AND TERMINATION OF AGREEMENT; SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS.**

SECTION 3.1 CONTRACT TERM. This Agreement is effective on the Effective Date and continues in full force and effect thereafter until and including the Termination Date and any extension thereto ("**Contract Term**") and, unless terminated during the Contract Term in accordance with Section 3.2 below, shall terminate at 12:00 midnight on the last day of the Contract Term without any notice or action by either Party. Any extension of the Contract Term shall be set forth in an amendment executed by the Parties.

### **SECTION 3.2 TERMINATION OF A WRITTEN AGREEMENT DURING CONTRACT TERM.**

3.2.1 TERMINATION FOR CAUSE. During the Contract Term and unless specifically permitted otherwise in this Section, a Party may terminate this Agreement only upon the other Party's material breach of one or more provisions of this Agreement and after the non-breaching Party has given the breaching Party written notice at least 30 days before the effective date of termination and an opportunity within the 30 days to cure the material breach and to notify the other Party in writing when such cure has been completed. If the material breach has not been cured upon expiration of the 30 days or any extension thereof agreed upon by the Parties, this Agreement shall terminate effective 12:00 midnight on the 30<sup>th</sup> day or the last day of the extension (if any) without any further notice or action by either Party.

3.2.2 RIGHTS AND OBLIGATIONS UPON TERMINATION. Upon termination of this Agreement, the following shall apply and survive the termination of this Agreement:

3.2.2.1 MATERIAL BREACH BY CLIENT. If Client materially breaches any provision of this Agreement, FCSS shall have the right to keep any portion of the Contract Amount that Client has paid to FCSS and Client shall pay any remaining portion of the Contract Amount to FCSS within 30 days of the effective date of termination of this Agreement. Upon termination of this Agreement due to Client's material breach, all access to and use of all Cyber High Products shall terminate, and Client and Client Users shall have no right to access or use any Cyber High Products.

3.2.2.2 MATERIAL BREACH BY FCSS. If FCSS materially breaches any provision of this Agreement, FCSS shall have the right to keep and to have Client pay, if Client has not already paid, the Contract Amount, prorated based on the number of days that have passed during the Contract Term compared to the number of days that remain in the Contract Term. Upon termination of this Agreement due to FCSS' material breach, Client User Students may complete Cyber High Courses that they were taking as of the effective date of termination of this Agreement.

SECTION 3.3 SUSPENSION OR TERMINATION OF ACCESS TO CLIENT USERS. Without terminating this Agreement, FCSS may suspend or terminate one, several, or all Client Users from accessing and using Cyber High Courses at any time if Client or any Client Users violate the Terms of Use/Licensing Agreement or any provisions of this Agreement.

SECTION 3.4 FORCE MAJEURE. A Party is not liable for failing or delaying performance of its obligations under this Agreement due to events that are beyond the Party's reasonable control and occurring without its fault or negligence, for example, acts of God such as tornadoes, lightning, earthquakes, hurricanes, floods, or other natural disasters (collectively "**Force Majeure**") provided that the Party has promptly notified the other Party in writing of the occurrence of the Force Majeure, except that a Force Majeure shall not excuse Client's payment to FCSS of any portion of the Contract Amount that is due to FCSS.

#### ARTICLE 4 INDEMNITY.

Except as specifically stated otherwise in this Agreement in which case such provision shall apply to the extent provided therein, each Party's indemnity, defense, and hold harmless obligations to the other Party under this Agreement shall be as follows: (A) a Party ("**Indemnitor**") shall indemnify and hold harmless the other Party ("**Indemnitee**") to the full extent permitted by California laws for any Loss sustained by Indemnitee or a Third Party only in proportion to Indemnitor's liability based on a Final Determination; and (B) each Party shall defend and pay for all of its attorney's fees and litigation costs related to any Claim or Loss without any right against or from the other Party for indemnity and/or hold harmless of such costs and fees, or any right for defense. A Party who intends to seek or seeks indemnity and/or hold harmless for any Loss from the other Party: (1) shall notify the other Party in writing and within a reasonable time after the Party knows or becomes aware of any Claim that may or will result in a Loss, describing, if known or determinable, the pertinent circumstances, all entities and persons involved, and the amount being claimed; and (2) shall not settle or otherwise resolve the Claim until it has notified the other Party of the Claim in accordance with the preceding provision (1) and given the other Party written notice and an opportunity to participate in and to consent to the settlement or resolution of the Claim, which consent the other Party shall not unreasonably withhold. A Party's obligations under this Article are not limited to or by any insurance that it maintains or the lack of insurance but apply to the full extent permitted by California laws, and shall survive the termination of this Agreement. "**Claim**" means any claim, demand, lawsuit, cause of action, action, cross-complaint, cross-action, and/or proceeding arising out of, resulting from, or relating to this Agreement where there has been no Final Determination. "**Loss**" means any bodily injury, property damage, personal injury, advertising injury, liability, loss, damage, judgment, expense and/or cost (excluding attorney's fees and litigation costs that Indemnitee or a Third Party incurred or paid related to a Loss or Claim) arising out of, resulting from, or relating to this Agreement and for which there has been a Final Determination that a Party is or both Parties are liable. "**Third Party**" means a person who or an entity that is not a Party to this Agreement and is not employed by, contracted with (whether directly or through a subcontract of any level), or otherwise retained by a Party to act for or on the Party's behalf. "**Final Determination**" means any judgment, order, or decision by a court of competent jurisdiction or a governmental entity with jurisdiction to render such judgment, order, or decision where the judgment, order, or decision is not subject to appeal or the period for an appeal has expired.

#### ARTICLE 5 DISPUTE RESOLUTION.

The Parties shall meet and confer in good faith to resolve any disputes between them arising out of, resulting from, or relating to this Agreement, including any Claim or Loss for which a Party seeks indemnity pursuant to Article 4 and any dispute relating to this Agreement that arises or occurs after the termination of this Agreement. During a dispute regarding payment under this Agreement, Client shall pay FCSS the portion of the Contract Amount that is undisputed and due to FCSS; if a disputed portion of the Contract Amount is determined in a Final Determination to be due to FCSS, Client shall pay such amount to FCSS within 30 days of the date of the Final Determination, unless a different date is stated in the Final Determination or in an agreement executed by the Parties, in which case, Client shall pay FCSS in accordance therewith. Except for an action to preserve the status quo and/or prevent irreparable harm, a Party shall not commence any cause of action, action, lawsuit, or proceeding arising out of, resulting from, or relating to this Agreement until after the Party has complied with the provisions of this Article. The

provisions of this Article shall survive the termination of this Agreement.

## ARTICLE 6 GENERAL PROVISIONS.

SECTION 6.1 ENTIRE AGREEMENT, CONFLICTS, EXECUTION, AMENDMENT, AND WAIVER. This Agreement is a complete and exclusive statement of the Parties' agreement under Code of Civil Procedure section 1856. This Agreement consists of and, unless specifically stated elsewhere in this Agreement or an amendment, any conflict or inconsistency in this Agreement shall be resolved by giving precedence as follows: the Cover, these General Terms and Conditions, any exhibit or attachment that is stated as being a part of this Agreement, and the Required Documents. The Parties may execute this Agreement and any amendment hereto in counterparts such that each Party's signature is on a separate page. A copy or an original of this Agreement or an amendment thereof with the Parties' signatures, whether original or transmitted by electronic means, shall be deemed a fully executed contract. The Parties may amend or waive any provision of this Agreement only by a writing executed by them.

SECTION 6.2 INTERPRETATION; APPLICABLE LAWS AND TIME ZONE; VENUE; SEVERABILITY; AND SURVIVAL OF TERMINATION. The Parties agree that in cases of uncertainty of any language in this Agreement, the provisions of Civil Code section 1654 shall not apply to interpret the uncertainty. The language of this Agreement shall be interpreted according to its fair meaning and not strictly for or against any Party and under California laws without giving effect to California's choice of law provisions that may result in the application of the laws of another jurisdiction. All dates and times stated in this Agreement shall be according to Pacific Time. All causes of action, actions, lawsuits, and proceedings arising out of, resulting from, or relating to this Agreement shall be adjudicated in state or federal court in Fresno County, California, provided that FCSS does not hereby waive any immunity to suit. If a court of competent jurisdiction holds any provision of this Agreement void, illegal, or unenforceable, this Agreement shall remain in full force and effect and shall be interpreted as though such invalidated provision is not a part of this Agreement and the remaining provisions shall be construed to preserve the Parties' intent in this Agreement. Any provision in this Agreement that by its nature applies after, or is specifically stated to survive, the termination of this Agreement shall survive the termination of this Agreement.

SECTION 6.3 INDEPENDENT CONTRACTOR; ASSIGNMENT AND TRANSFER. Each Party is an independent contractor, and it and its officers, employees, and agents are not, and shall not represent themselves as, officers, employees, or agents of the other Party. This Agreement does not and shall not be construed to create an employment or agency relationship, partnership, or joint venture between the Parties. Each Party shall not assign or transfer any or all of its obligations and/or rights under this Agreement, including by operation of law or change of control or merger, without the other Party's prior written consent; however, this provision shall not prohibit FCSS from subcontracting with one or more third parties to perform any portion of the Services.

SECTION 6.4 NOTICES. Except as may be stated otherwise in this Agreement in which case such provision shall govern to the extent provided therein, each Party shall give any notices, demands, and all other communications required or permitted under this Agreement in writing and by one of the following methods to the other Party at the address, FAX number, and/or email stated on the Cover, delivery to be effective upon receipt thereof by the other Party: (A) hand delivery; (B) sent by a reputable overnight courier service that tracks the delivery; (C) sent by certified mail, return receipt requested, first class postage prepaid; or (D) sent by regular mail *and* transmitted by facsimile or e-mail; and, ***if to FCSS, a copy of any notice and demand by facsimile to:*** General Counsel at (559) 265-3054. A Party may change its contact person and/or contact information stated on the Cover by notifying the other Party of the particular change and the effective date thereof in accordance with this Section. The provisions of this Section shall survive the termination of this Agreement.

SECTION 6.5 ISSUANCE OF CREDITS. Client must adopt all Cyber High courses as part of Client's approved course list. Upon Client User course completion, FCSS will make an Official Grade Report digitally available to the Student's school of record. It is incumbent upon the Client to record the grade(s) and issue credit in accordance to Client's school and/or prevailing District policy./ /

# ClassLink Service Agreement

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Customer:

Santa Rosa City School District

Name of Organization

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Santa Rosa, CA 95401

City, State Zip

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# ClassLink Software License Agreement

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## 1. Software License Agreement Overview

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

## 2. Definitions

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

### **3. License Grant and Terms**

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

### **4. Confidentiality**

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

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

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

## **5. Disclosure of ClassLink Solution Partner Relationship**

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

## **6. Charges**

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

## **7. Warranties**

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

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

## **8. Limitation of Liability / Insurance**

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

## 9. Term

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

## 10. General Provisions

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

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

## **11. Agreed**

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

## ClassLink Service Level Agreement

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### 1. Service Level Agreement Overview

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

### 2. Goals & Objectives

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

### 3. ClassLink Technical Services

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

#### 4. Availability

- 4.1 Customer agrees that there will be occasional service disruptions of ClassLink products for maintenance and upgrades. Appropriate notification to Customer will be made for all scheduled maintenance. ClassLink strives to minimize service disruptions for maintenance and upgrades.
- 4.2 Customer agrees that from time-to-time ClassLink products may be inaccessible or inoperable due to causes beyond the control of ClassLink or which are not reasonably foreseeable by ClassLink, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; network congestion; or other failures (collectively “Downtime Outside of ClassLink Control”). Service disruptions due to Downtime Outside of ClassLink Control will not be included in the calculation of Unscheduled Downtime.
- 4.3 Unscheduled Downtime is the amount of time during which a ClassLink product is inaccessible or inoperable, outside of scheduled maintenance and upgrades, and not due to Downtime Outside of ClassLink Control.
- 4.4 Monthly System Uptime is calculated as the number of hours in the month (see chart) minus the number of hours of Unscheduled Downtime in the month, then divided by the number of hours in the month.

The following equation may be used:

$$\text{Monthly System Uptime} = \frac{(\text{Hours in Month}) - (\text{Hours of Unscheduled Downtime})}{(\text{Hours in Month})}$$

Number of Hours per Month

Month	Hours	Month	Hours
January	744	July	744
February	672 (696 for Leap Year)	August	744
March	744	September	720
April	720	October	744
May	744	November	720
June	720	December	744

For example, if a ClassLink product is unavailable due to Unscheduled Downtime for 2 hours in a 30 day month, the System Uptime for that product is equal to  $(720 \text{ hours} - 2 \text{ hours}) / (720 \text{ hours}) = 0.997$ , or 99.7%.

- 4.5 In the event that the System Uptime is below 99.99% in a month, ClassLink will provide Customer with credits in the amount set forth below (Credit for Unscheduled Downtime).

Credit for Unscheduled Downtime

Monthly System Uptime		Credit
From	To	
99.99%	100.00%	None
99.80%	99.98%	4% of the prorated portion of the annual ClassLink license fee attributable to the affected ClassLink product and month for which Unscheduled Downtime occurred.  For example, November having 30 days represents 30/365 or 8.2% of the annual ClassLink license fee for a given ClassLink product. Credit for November would be computed as (.04) x (.082) x (annual ClassLink license fee attributable to the affected ClassLink products).
99.50%	99.79%	6% of the prorated portion of the annual ClassLink license fee attributable to the affected ClassLink product and month for which Unscheduled Downtime occurred.
0.00%	99.49%	8% of the prorated portion of the annual ClassLink license fee attributable to the affected ClassLink product and month for which Unscheduled Downtime occurred.

- 4.6 Customer shall make written requests for Credit for Unscheduled Downtime within thirty (30) days of the Unscheduled Downtime.
- 4.7 Credit for Unscheduled Downtime shall be applied to the next period's invoice.

## 5. Response Times

- 5.1 The following provides relevant details on technical service availability.
- a. ClassLink online Help and Training Center at [www.classlink.com/help](http://www.classlink.com/help) is available 24/7 and provides the following:
    - o Product documentation
    - o Knowledge base entries
    - o Online courses
    - o Lynx, our automated help center assistant
  - b. ClassLink provides live technical services via phone, email, and online support 24 hours a day, seven days a week, except ClassLink observed holidays as follows:
    - o Toll-free telephone technical support at 888-963-7550
    - o Support case ticket tracking at [www.classlink.com/help](http://www.classlink.com/help)
    - o Email requests for support at [helpdesk@classlink.com](mailto:helpdesk@classlink.com)

- c. Support systems engineers are headquartered in New Jersey and are supported by teams in locations around the world.

- 5.2 In support of services outlined in this SLA, ClassLink will respond to service related incidents and/or requests submitted and prioritized by the Customer within the following time frames:
- a. 0-2 hours (during business hours) for issues classified as high priority
  - b. 0-12 hours (outside of business hours) for issues classified as high priority
  - c. Within 24 hours for issues classified as medium priority
  - d. Within 3 working days for issues classified as low priority
  - e. System-wide incidents trigger instant alerts to ClassLink staff who respond immediately 24/7/365

## **6. Customer Requirements**

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

## **7. Customer Data Unauthorized Disclosure**

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

## **8. SLA Term**

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

## **9. Agreed**

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

## Non-Disclosure Agreement

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

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

## ClassLink Data Security Statement

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

### Our Guiding Principles on Personal Data

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

### Hosting

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

### Security Reviews/Audits

- We engage expert independent security firms to periodically review our policies, procedures, technical infrastructure, and software code each year. Certain of these expert firms provide statements that certify our compliance with regulatory requirements such as FERPA and COPPA. ClassLink also undergoes security audits for SOC 2, CSA Star, and ISO 27001. More information about these certifications can be found at [www.classlink.com/privacy](http://www.classlink.com/privacy).

**Commitments to Industry Efforts on Privacy and Security**

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

**Compliance with General Data Protection Regulation (GDPR)**

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

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

# Signature of Acceptance

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

- ClassLink Software License Agreement
- ClassLink Service Level Agreement
- Non-Disclosure Agreement

**Accepted by:**

<b>Customer:</b>	<b>ClassLink:</b>
Santa Rosa City School District Name of Organization	
Santa Rosa, CA 95401 City, State Zip	
Signature	<i>Alexandra Oppel</i> Signature
Print Name	Alexandra Oppel Print Name
Title	Senior Accountant Title
Date	06/01/2022 Date

**Fax to 973-546-5981 or email to [accounting@classlink.com](mailto:accounting@classlink.com)**

# Invoice #e-111702

**Please remit payment to:**

ClassLink, Inc.  
PO Box 51100  
Newark, NJ 07101-5100

**Bill To**

Santa Rosa City SD (CA, 95401)  
211 Ridgway Avenue  
Santa Rosa, CA 95401

**Invoice Summary**

<b>Invoice Number</b>	e-111702
<b>Invoice Date</b>	09/01/2022
<b>Terms</b>	Net 30
<b>Invoice Due Date</b>	10/01/2022
<b>Amount Due (USD)</b>	\$ 38,302.25

<b>Item / Description</b>	<b>Quantity</b>	<b>Rate</b>	<b>Amount</b>
<b>ClassLink Rosters Hosting Renewal License</b> ClassLink Rosters Hosting Renewal License from 09/01/2022 to 08/31/2023	1	995.00	995.00
<b>ClassLink Renewal License</b> ClassLink Renewal License from 09/01/2022 to 08/31/2023	16,581	2.25	37,307.25
<b>Amount Due (USD)</b>			<b>\$ 38,302.25</b>

**Quote # 40037**

Santa Rosa City Schools (CA)  
 Tim Zalunardo  
 tzalunardo@srcs.k12.ca.us  
 7079751418  
 211 Ridgway Avenue  
 Santa Rosa, CA  
 95401

**Learn By Doing, Inc.****ALBERT****PLEASE NOTE OUR NEW BANKING INFO:****For the fastest service, we suggest paying through ACH.**

Bank Routing: 102001017  
 Bank Account Number: 787029005  
 Bank: JP Morgan Chase  
 Swift Code: CHASUS33

**Details**

Created: 05.26.22  
 Sent from: schools@albert.io  
 Sent to: tzalunardo@srcs.k12.ca.us  
 Due: 30 days from invoice date  
 Amount: \$11,359.00

**Products**

Description	Qty	Code	Unit price	Tax	Price
<b>22/23 License Cost</b>	1	2223-LC	\$11,805.00	--	\$11,805.00
<b>22/23 License Seats</b> <i>Covers 835 students for all content (AP, SAT, ACT, PSAT, Core, CAST, SBAC)</i>	835	2223-LS	\$0.00	--	\$0.00
<b>22/23 Services Cost (Virtual)</b>	1	2223-SC-VIRTUAL	\$500.00	--	\$500.00
<b>22/23 Services Hours (Virtual)</b>	1	2223-SC-HOURS	\$0.00	--	\$0.00
<b>22/23 License Savings</b>	1	2223-LSAV	-\$946.00	--	-\$946.00

**Subscription & Payment Terms**

**Subscription Length:** Albert licenses run from July 1 to June 30.

All 2021-2022 Albert licenses end 07/01/2022.

All 2022-2023 Albert licenses end 07/01/2023.

Please your Albert representative know if you would like to explore multi-year license purchases.

**Tax Exempt:**

If your school or district is tax-exempt for software-as-a-service products, please send a tax-exempt certificate to your Albert representative to ensure we do not levy a sales tax on your purchase.

**Payment Terms:**

Net 30 from Receipt of Invoice

Multi-year plans require a PO for the full amount if payment cannot be made up front.

Payments can be split into up to 3 installments but all payments are due within 12 months of the formal invoice being issued.

**Purchase orders** should be signed and made out to Learn By Doing, Inc. and sent via **Email** ([schools@albert.io](mailto:schools@albert.io)), **Fax** (312-313-2667), or **Mail** (301 W Grand Ave PMB 440 Chicago, IL 60654)

**Payment Methods:**

Check

All checks payable to Learn By Doing, Inc.

301 W Grand Ave

PMB 440

Chicago IL 60654

Wire/ACH

Beneficiary Bank Routing: 102001017

Beneficiary Bank Account Number: 787029005

Beneficiary Bank: JP Morgan Chase

Swift Code: CHASUS33

**Subtotal:** \$11,359.00

**Total:** \$11,359.00 (USD)

**Amount Due:** \$11,359.00 (USD)

## Contract Terms & Conditions

### Learn by Doing, Inc. Terms of Use

As of June 1, 2016

The Albert.io service and website are operated by Learn by Doing, Inc. By accessing or otherwise using our website at [www.albert.io](http://www.albert.io), you (the "User") agree that you have read, understand and agree to be bound by these terms and conditions. For full reference to our Terms of Service, please visit: <http://www.albert.io/terms-of-use>.

#### Privacy

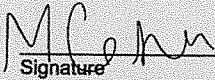
We understand and respect your concerns about the use of your personal information. Below are key facts regarding our handling of your data.

When you use Albert.io, you provide us with two types of information: personal information that you knowingly choose to disclose to us and information collected by us as you interact with our website. We will not share any of the personal information you provide us in your use of our site to any third party. We are FERPA, COPPA and iKeepSafe compliant. For full reference to our Privacy Policy, please visit: <https://www.albert.io/privacy>

#### Professional Development Terms

For Virtual and On-Site Professional Development Terms, please visit: <https://docsend.com/view/fvxcgpc5a2vt8zqev>

Learn by Doing, Inc.

  
Signature

Molly Cohen

Name

Schools Operations Manager

Title

06/06/2022

Date

Santa Rosa City Schools

Signature

Name

Title

Date



### SANTA ROSA CITY SCHOOLS SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Rafael Vazquez Guzman, hereinafter referred to as "CONTRACTOR".

#### SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

#### SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 50% 01-4203-0-1140-2495-5800-119-5197, 50% 01-4203-0-1140-2495-5800-249-5197

Funding Category:     Base             Supplemental             Concentration  
 Restricted: \_\_\_\_\_             Other \_\_\_\_\_

For Billing (if applicable):     Bill to: \_\_\_\_\_            Billing Frequency: \_\_\_\_\_

Contract is:     New             Renewal             Addendum             Amendment

Number of Individuals Served: \_\_\_\_\_

Approved at Site by\*: [Signature]            Date: 6/8/22  
\*Signature-FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval\*\*: [Signature]            Date: 6/8/22  
\*\*Signature-DISTRICT OFFICE/DEPT.

Contract Created by: Lola Ruzzo, SFP & Eduwiges Llamas            Phone #: 80424  
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: June 2022            Proposed Contract End Date: July 2022

Requisition #: \_\_\_\_\_

#### BUSINESS SERVICES USE ONLY

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

Funding Source/Funding Category verified:     YES             NO | Board Approval Date: \_\_\_\_\_

Verified by: \_\_\_\_\_            Date: \_\_\_\_\_  
Fiscal Services Authorizer            LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

SRCS Multilingual Services department will work with Mr. Vazquez Guzman to establish a date and time for delivery of workshops/presentations to parents.

(b) CONTRACTOR's Responsibilities and Duties:

Rafael Vazquez Guzman will Facilitate a total of 8 presentations/workshops to Latinx immigrant/refugee families on how to best acculturate to the culture of the United States. The topics to be covered are:

- The benefits of parental involvement in your child's education.
- Options for after high school/How to pay for college.
- The dangers of Technology with children.
- Basic finances for immigrant families.
- Prevention of gang affiliation and gang violence.
- Basic parenting and trauma.
- The benefits of dual enrollment.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 23, 2022, and will continue through August 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 2400 Dollars (\$2,400). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment for work shall be made following the presentations and upon submission of invoice for services rendered to Santa Rosa City Schools.

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

The outcomes of these trainings will include:

- Having a better understanding of the educational system and how parents can best support their students.
- Support parents with the progress of acculturation in order to better support their children to succeed in this country.
- Preventing child abuse by educating parents about technology and the 17 apps than can put them at risk.
- Providing parents with basic knowledge about finances and the importance of saving for college.
- An increase in parent participation at school sites and committes.

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

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

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

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

8. Materials. CONTRACTOR shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the services to be provided pursuant to this

CONTRACT. CONTRACTOR'S services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession.

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

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 12. Termination:

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

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

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401  
707-890-3800

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Rafael Vazquez Guzman  
Street: 2464 Lemur St.  
City/State/Zip: Santa Rosa, CA 95401  
Phone: 707-327-8295  
Email: lideresdelfuturo@yahoo.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: \_\_\_\_\_

Rick Edson

Deputy Superintendent

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

707-890-3800 x80201

Signature: *Rafael Vazquez*

Print Name: Rafael Vazquez Guzman

Title: Executive Director

Email: lideresdelfuturo@yahoo.com

Phone: 707 327-8295



## STUDENT INTERNSHIP AGREEMENT 2022-2023

This Agreement, effective \_\_1 June 2022\_\_\_\_\_, is made and entered into by and between Santa Rosa City Schools District (“District”) and the Simmons 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, the Simmons 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.

### 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 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.

- 3.9 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.
- 3.10 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.

#### **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, trustees, 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 \$ 1 000,000 per occurrence , 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 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.

Simmons \_\_\_\_\_ University

Santa Rosa City Schools District

ATTN: \_\_\_\_\_

ATTN:

Simmons University

Simmons Online

300 The Fenway, P – 108

Boston, MA, 02115

Copy To:

Simmons University

Office of the General Counsel

300 The Fenway, A-230

Boston, MA, 02115

Associate Superintendent

[Address] \_\_\_\_\_

211 Ridgway Ave, Santa Rosa, CA 95401

[Phone] \_\_\_\_\_

Office (707) 890-3800 x80201

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:**

\_\_SIMMONS \_\_\_\_\_ UNIVERSITY

SANTA ROSA CITY SCHOOLS  
DISTRICT

By: \_\_\_\_\_

By: \_\_\_\_\_

Stephanie Cosner Berzin \_\_\_\_\_

Vice Provost \_\_\_\_\_

ASSOCIATE SUPERINTENDENT

\_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Santa Rosa City Schools - Let's Go Learn Elementary Assessments 2022-2023 Renewal

## Santa Rosa City Schools

211 Ridgeway Ave  
Santa Rosa, CA 95401  
United States

## Kelley Dillon

Executive Director, Educational  
Services  
kdillon@srcs.k12.ca.us  
707-547-5800

## Reference: 20220208-111619514

Quote created: February 8, 2022  
Quote expires: July 17, 2022  
Quote created by: Linda Zoblotsky  
Program Consultant  
lzoblotsky@letsgolearn.com  
+1 (619) 352-4043

## Alisa Haley

Director of Educational Services  
ahaley@srcs.k12.ca.us  
(707) 890-3800 x80317

### Comments from Linda Zoblotsky

Assessments Only for 2022/2023 DORA and ADAM - Elementary

\* 4,205 student accounts of the Diagnostic Online Reading Assessment (DORA)

\* 4,205 student accounts of the Adaptive Diagnostic Assessment of Math (ADAM)/Diagnostic Online Math Assessment (DOMA-Pre-Algebra and DOMA-Algebra)

\* 2 Virtual Training Sessions

\* 1 Data Portal Silver Package with Site-Based Graphical Reports and Subscription (Push) Reporting

\* Third Party System Connect Fee - SIS

\* This is a renewal quote for 8/1/22 - 7/31/23.

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Comprehensive Diagnostics: DORA K-12 100 > students	D.100.1	4205	\$7.00	\$29,435.00 for 1 year
Comprehensive Diagnostics: ADAM/DOMA Combo	CM.100.1	4205	\$7.00	\$29,435.00 for 1 year

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Silver Level: Data Portal and Reporting Package based on 5001 + students	D.P.S.5001.1	1	\$4,500.00	\$4,500.00 for 1 year
SIS Sync One-Time Integration SIS customer integration	SIS.C.1	1	\$2,000.00	\$2,000.00 for 1 year
Virtual Training (2 Sessions) Virtual Training	VT.2.S	1	\$500.00	\$500.00 for 1 year

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### Subtotals

One-time subtotal \$65,870.00

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**Total    \$65,870.00**

### Purchase Terms

All quotations are good for 60 days.

Fax: 415-367-4569

Let's Go Learn Cust. Service: 888-618-7323

By signing you are authorizing this quote to become an order of Let's Go Learn products and services. And you agree to the standard terms of use published at: (<http://www.letsgolearn.com/lgsite/terms/>)

### Signature



---

Signature

5/18/22

---

Date

Richard Capone, CEO, Let's Go Learn

Printed name

## Questions? Contact me



Linda Zoblotsky  
Program Consultant  
lzoblotsky@letsgolearn.com  
+1 (619) 352-4043

Let's Go Learn, Inc.  
705 Wellesley Avenue  
Kensington, CA 94708  
Tax ID: 94-3377052



# Santa Rosa City Schools - Let's Go Learn Renewal - Middle and High 22-23

## Santa Rosa City Schools

211 Ridgeway Ave  
Santa Rosa, CA 95401  
United States

## Kelley Dillon

Executive Director, Educational  
Services  
kdillon@srcs.k12.ca.us  
707-547-5800

## Reference: 20220518-142506777

Quote created: May 18, 2022  
Quote expires: July 17, 2022  
Quote created by: Linda Zoblotsky  
Program Consultant  
lzoblotsky@letsgolearn.com  
+1 (619) 352-4043

## Alisa Haley

Director of Educational Services  
ahaley@srcs.k12.ca.us  
(707) 890-3800 x80317

### Comments from Linda Zoblotsky

Assessments Only for the Middle and High Schools

- \* 1,418 student accounts of the Diagnostic Online Reading Assessment (DORA)
- \* 100 student accounts of the Diagnostic Online Reading Assessment (DORA-Spanish)
- \* 100 student accounts of the Skills-Based Formative Assessments -ELA
- \* This is a renewal quote for 8/1/22 - 7/31/23.

## Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Comprehensive Diagnostics: DORA K-12 100 > students	D.100.1	1418	\$7.00	\$9,926.00 for 1 year
Skills-Based Formative Testing (ELA) 100 > students	FT.ELA.100.1	100	\$4.00	\$400.00 for 1 year
Comprehensive Diagnostics: DORA Spanish (EDEL)	DS.100.1	100	\$7.00	\$700.00 for 1 year

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## Subtotals

One-time subtotal

\$11,026.00

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**Total \$11,026.00**

## Purchase Terms

All quotations are good for 60 days.

Fax: 415-367-4569

Let's Go Learn Cust. Service: 888-618-7323

By signing you are authorizing this quote to become an order of Let's Go Learn products and services. And you agree to the standard terms of use published at: (<http://www.letsgolearn.com/lgsite/terms/>)

## Signature



Signature

5/18/22

Date

**Richard Capone, CEO, Let's Go Learn**

Printed name

## Questions? Contact me



Linda Zoblotsky

Program Consultant

[lzoblotsky@letsgolearn.com](mailto:lzoblotsky@letsgolearn.com)

+1 (619) 352-4043

Let's Go Learn, Inc.

705 Wellesley Avenue

Kensington, CA 94708

Tax ID: 94-3377052



Newsela Inc.  
500 5<sup>th</sup> Ave, FL 28  
New York, NY 10110

# Customer Agreement

## Billing Information:

Billing Frequency: Upfront in full

Payment Terms: Net 30

Billing Schedule: Upon license start date

**Customer Agreement No.** Q-81260  
**Newsela Sales Rep:** Annabel Fowler  
**Contact Email:** annabel.fowler@newsela.com  
**Offer Date:** May 26, 2022  
**Expiration Date:** August 11, 2022

**To:**  
Alisa Haley  
Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401-4320

Qty	School	Products/Services	License Dates	Line Total
1	LINCOLN (ABRAHAM) ELEMENTARY	Newsela ELA	08/12/22 - 08/11/23	\$2,862.57
1	LINCOLN (ABRAHAM) ELEMENTARY	Social Emotional Learning Elementary Collection	08/12/22 - 08/11/23	\$768.01
1	LINCOLN (ABRAHAM) ELEMENTARY	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$768.01
1	PINER HIGH SCHOOL	Multi-Grade - Custom Collection: Specials	08/12/22 - 08/11/23	\$0.00
1	PINER HIGH SCHOOL	Newsela ELA	08/12/22 - 08/11/23	\$8,378.26
1	PINER HIGH SCHOOL	Newsela Social Studies	08/12/22 - 08/11/23	\$4,258.95
1	PINER HIGH SCHOOL	Social Emotional Learning High School Collection	08/12/22 - 08/11/23	\$1,815.29
1	SANTA ROSA MIDDLE SCHOOL	Multi-Grade - Custom Collection: Specials	08/12/22 - 08/11/23	\$0.00
1	SANTA ROSA MIDDLE SCHOOL	Newsela ELA	08/12/22 - 08/11/23	\$5,794.97
1	SANTA ROSA MIDDLE SCHOOL	Newsela Social Studies	08/12/22 - 08/11/23	\$2,583.30
1	SANTA ROSA MIDDLE SCHOOL	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$1,256.74
1	ALBERT F BIELLA ELEMENTARY	Newsela ELA	08/12/22 - 08/11/23	\$3,840.04
1	ALBERT F BIELLA ELEMENTARY	Social Emotional Learning Elementary Collection	08/12/22 - 08/11/23	\$907.65
1	ALBERT F BIELLA ELEMENTARY	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$907.65
1	BROOK HILL ELEMENTARY	Newsela ELA	08/12/22 - 08/11/23	\$3,630.58
1	BROOK HILL ELEMENTARY		08/12/22 - 08/11/23	\$837.83

		Social Emotional Learning Elementary Collection		
1	BROOK HILL ELEMENTARY	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$837.83
1	CESAR CHAVEZ LANGUAGE ACADEMY	Newsela ELA	08/12/22 - 08/11/23	\$3,351.27
1	CESAR CHAVEZ LANGUAGE ACADEMY	Newsela Science	08/12/22 - 08/11/23	\$1,117.10
1	CESAR CHAVEZ LANGUAGE ACADEMY	Newsela Social Studies	08/12/22 - 08/11/23	\$1,745.47
1	ELSIE ALLEN HIGH SCHOOL	Multi-Grade - Custom Collection: Specials	08/12/22 - 08/11/23	\$0.00
1	ELSIE ALLEN HIGH SCHOOL	Newsela ELA	08/12/22 - 08/11/23	\$8,029.17
1	ELSIE ALLEN HIGH SCHOOL	Newsela Social Studies	08/12/22 - 08/11/23	\$3,630.58
1	ELSIE ALLEN HIGH SCHOOL	Social Emotional Learning High School Collection	08/12/22 - 08/11/23	\$1,745.47
1	HELEN M LEHMAN ELEMENTARY	Newsela ELA	08/12/22 - 08/11/23	\$4,398.59
1	HELEN M LEHMAN ELEMENTARY	Social Emotional Learning Elementary Collection	08/12/22 - 08/11/23	\$977.46
1	HELEN M LEHMAN ELEMENTARY	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$977.46
1	HERBERT SLATER MIDDLE SCHOOL	Multi-Grade - Custom Collection: Specials	08/12/22 - 08/11/23	\$0.00
1	HERBERT SLATER MIDDLE SCHOOL	Newsela ELA	08/12/22 - 08/11/23	\$6,004.42
1	HERBERT SLATER MIDDLE SCHOOL	Newsela Social Studies	08/12/22 - 08/11/23	\$3,072.03
1	HERBERT SLATER MIDDLE SCHOOL	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$1,326.56
1	HIDDEN VALLEY ELEMENTARY	Newsela ELA	08/12/22 - 08/11/23	\$4,398.59
1	HIDDEN VALLEY ELEMENTARY	Social Emotional Learning Elementary Collection	08/12/22 - 08/11/23	\$977.46
1	HIDDEN VALLEY ELEMENTARY	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$977.46
1	HILLIARD COMSTOCK MIDDLE SCHOOL	Multi-Grade - Custom Collection: Specials	08/12/22 - 08/11/23	\$0.00
1	HILLIARD COMSTOCK MIDDLE SCHOOL	Newsela ELA	08/12/22 - 08/11/23	\$3,840.04
1	HILLIARD COMSTOCK MIDDLE SCHOOL	Newsela Social Studies	08/12/22 - 08/11/23	\$2,024.75
1	HILLIARD COMSTOCK MIDDLE SCHOOL	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$907.65
1	JAMES MONROE ELEMENTARY	Newsela ELA	08/12/22 - 08/11/23	\$3,630.58
1	JAMES MONROE ELEMENTARY	Social Emotional Learning Elementary Collection	08/12/22 - 08/11/23	\$837.83
1	JAMES MONROE ELEMENTARY	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$837.83
1	LUTHER BURBANK ELEMENTARY	Newsela ELA	08/12/22 - 08/11/23	\$2,583.30
1	LUTHER BURBANK ELEMENTARY	Social Emotional Learning Elementary Collection	08/12/22 - 08/11/23	\$698.19
1	LUTHER BURBANK ELEMENTARY	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$698.19

1	MARIA CARRILLO HIGH SCHOOL	Multi-Grade - Custom Collection: Specials	08/12/22 - 08/11/23	\$0.00
1	MARIA CARRILLO HIGH SCHOOL	Newsela ELA	08/12/22 - 08/11/23	\$9,495.37
1	MARIA CARRILLO HIGH SCHOOL	Newsela Social Studies	08/12/22 - 08/11/23	\$4,538.23
1	MARIA CARRILLO HIGH SCHOOL	Social Emotional Learning High School Collection	08/12/22 - 08/11/23	\$2,024.75
1	MONTGOMERY HIGH SCHOOL	Multi-Grade - Custom Collection: Specials	08/12/22 - 08/11/23	\$0.00
1	MONTGOMERY HIGH SCHOOL	Newsela ELA	08/12/22 - 08/11/23	\$9,914.28
1	MONTGOMERY HIGH SCHOOL	Newsela Social Studies	08/12/22 - 08/11/23	\$4,747.68
1	MONTGOMERY HIGH SCHOOL	Social Emotional Learning High School Collection	08/12/22 - 08/11/23	\$2,094.57
1	PROCTOR TERRACE ELEMENTARY	Newsela ELA	08/12/22 - 08/11/23	\$3,630.58
1	PROCTOR TERRACE ELEMENTARY	Social Emotional Learning Elementary Collection	08/12/22 - 08/11/23	\$837.83
1	PROCTOR TERRACE ELEMENTARY	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$837.83
1	RIDGWAY HIGH (CONT.)	Multi-Grade - Custom Collection: Specials	08/12/22 - 08/11/23	\$0.00
1	RIDGWAY HIGH (CONT.)	Newsela ELA	08/12/22 - 08/11/23	\$2,094.57
1	RIDGWAY HIGH (CONT.)	Newsela Social Studies	08/12/22 - 08/11/23	\$1,536.02
1	RIDGWAY HIGH (CONT.)	Social Emotional Learning High School Collection	08/12/22 - 08/11/23	\$628.37
1	RINCON VALLEY MIDDLE SCHOOL	Multi-Grade - Custom Collection: Specials	08/12/22 - 08/11/23	\$0.00
1	RINCON VALLEY MIDDLE SCHOOL	Newsela ELA	08/12/22 - 08/11/23	\$6,423.34
1	RINCON VALLEY MIDDLE SCHOOL	Newsela Social Studies	08/12/22 - 08/11/23	\$3,211.67
1	RINCON VALLEY MIDDLE SCHOOL	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$1,396.38
1	SANTA ROSA CHARTER SCHOOL FOR THE ARTS	Newsela ELA	08/12/22 - 08/11/23	\$4,887.32
1	SANTA ROSA CHARTER SCHOOL FOR THE ARTS	Social Emotional Learning Elementary Collection	08/12/22 - 08/11/23	\$837.83
1	SANTA ROSA CHARTER SCHOOL FOR THE ARTS	Social Emotional Learning Middle School Collection	08/12/22 - 08/11/23	\$1,047.28
5	SANTA ROSA CITY SCHOOLS	Individual Virtual Add-On Session	08/12/22 - 08/11/23	\$2,618.20
1	SANTA ROSA HIGH SCHOOL	Multi-Grade - Custom Collection: Specials	08/12/22 - 08/11/23	\$0.00
1	SANTA ROSA HIGH SCHOOL	Newsela ELA	08/12/22 - 08/11/23	\$10,333.19
1	SANTA ROSA HIGH SCHOOL	Newsela Social Studies	08/12/22 - 08/11/23	\$5,166.60
1	SANTA ROSA HIGH SCHOOL	Social Emotional Learning High School Collection	08/12/22 - 08/11/23	\$2,164.39
1	STEELE LANE ELEMENTARY	Newsela ELA	08/12/22 - 08/11/23	\$2,862.57
1	STEELE LANE ELEMENTARY	Social Emotional Learning Elementary Collection	08/12/22 - 08/11/23	\$768.01
1	STEELE LANE ELEMENTARY		08/12/22 - 08/11/23	\$768.01

		Social Emotional Learning Middle School Collection		
				<b>Contract Total \$183,100.00</b>

\*See table above or Appendix for Product/Services details and License Dates.

The subscription for the above-identified Newsela Products/Services will commence and end as defined above, or in the License Dates Section of the Appendix in this Customer Agreement. By signing this agreement, the Customer agrees to the pricing per product breakdown underlying this quote which will be provided by Newsela upon request at any time and will also be provided on the invoice unless requested otherwise.

Failure of the Customer to make use of the Products/Services during their respective License Dates specified herein will not extend Newsela's obligation to deliver those Products/Services beyond those dates.

Following the Subscription End Date, unless prohibited by law, this Customer Agreement will automatically renew for the Products/Services licensed hereunder for successive periods equal in length to the greater of the Term or 12 months (a 'Renewal Term'), unless either party provides the other party with written notice of cancellation at least thirty (30) days prior to the then current Subscription End Date. Prices in any Renewal Term will increase by up to 10% above the applicable pricing (excluding any One-Time Discounts) in the prior Contract Term, unless Newsela provides notice of different pricing at least 60 days prior to the applicable Renewal Term.

The Customer agrees to pay the Contract Grand Total set forth above per the Billing Terms noted above upon execution of this Customer Agreement. Service will be suspended at Newsela's discretion if payment is not received by Newsela in accordance with the Billing Terms noted above. Failure of the Customer to use the Products/Services will not relieve Customer of its obligation to pay hereunder.

This Customer Agreement is subject to Newsela's Terms of Use, Newsela's Privacy Policy and, where applicable, any Terms and Conditions, Master Services Agreement or other binding RFP or binding bid signed by and between the Parties ("Service Contract").

**Terms of Use:** <https://newsela.com/pages/terms-of-use/>

**Privacy Policy:** <https://newsela.com/pages/privacy-policy/>

The Service Contract constitutes the entire agreement between the parties with regards to this subject matter, and supersedes all prior written or oral understandings, proposals, bids, offers, negotiations, agreements or communications of every kind. The Customer's internal requirements for Purchase Orders does not relieve Customer of its obligation to pay Newsela for all years included herein. This Customer Agreement and the terms contained herein are intended only for the Customer and should be kept confidential.

*Prices shown above do not include any state and local taxes that may apply. Any such taxes are the responsibility of the Customer and will appear on the final invoice (if applicable). If the contracting entity is exempt from sales tax, please send the required tax exemption documents immediately to [salestax@newsela.com](mailto:salestax@newsela.com).*

### Purchase Order Information

If you need a Purchase Order, please fill out the following information.

PO Required:

PO Number:

PO Amount: \$

**Billing Information**

Provide the billing service representative to whom the invoice should be addressed.

**Bill-To Name:** Cindy Deuel

**Bill-To Email:**

By initialing here, I agree that the billing details stated above are current and accurate. \_\_\_\_\_

The individual executing this Customer Agreement has the authority to execute this agreement and bind the Customer, and Newsela has the right to rely on that authorization. The individual executing this Customer Agreement also certifies that there is funding in place for years included herein.

Authorized Signature (Santa Rosa City Schools):	Date of Signature:
Authorized Signature (Newsela):	Date of Signature: 5/27/2022

DocuSigned by:  
*Chris Mezzatesta*  
B4D98E5C0C40438...



**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 Orton Gillingham International, 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    X Supplemental     Concentration  
 Restricted: \_\_\_\_\_     Other: \_\_\_\_\_

**For Billing (if applicable):**     Bill to: \_\_\_\_\_    Billing frequency: \_\_\_\_\_

**Contract is:**     New    X Renewal     Addendum     Amendment

**Number of Individuals Served:** \_Training for 30 Certificated Staff

**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 #:** (707) 890-3800 x80317\_\_\_\_  
**Name of SRCS employee AND dept. or school site**

**Proposed Contract Start Date:** Aug 22, 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:** \_\_\_\_\_

1. Services.

## (a) DISTRICT's Responsibilities and Duties:

- Coordinate dates for services with the OGI main contact listed on this agreement
- Coordinate and provide room facility for training
- Publicize all workshops/events and schedule teachers' attendance
- Provide substitutes for in person training if training is conducted during work and/or extended pay or teacher as needed to participate in services either in person or virtually

## (b) CONTRACTOR's Responsibilities and Duties:

- 40 hour Yoshimoto Orton Gillingham International (YOGI) Training
- Length of each Presentation: 5 Days, 8:30-3:00 (homework assignments of approximately 30-60 minutes daily)
- All course materials including various sound decks, extensive material c.d. for all participants

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on June 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 Twenty Three Thousand Five Hundred Dollars (\$23,500.00). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

See attached quote  
Will pay upon receipt of invoice

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

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

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

	<b>Board Strategic Priorities</b>
<input checked="" type="checkbox"/>	<b>Priority 1- Life Ready Learners</b>
<input checked="" type="checkbox"/>	<b>Priority 2- Whole Person Focus</b>
<input checked="" type="checkbox"/>	<b>Priority 3- High Quality Staff</b>
<input checked="" type="checkbox"/>	<b>Priority 4- Teaching and Learning Environment and Resources</b>
<input checked="" type="checkbox"/>	<b>Priority 5- Equity and Excellence</b>
<input type="checkbox"/>	<b>Priority 6- Family Engagement and Community Partnerships</b>
<input type="checkbox"/>	<b>Priority 7- Sustainable Funding</b>

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

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

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

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

10. Indemnification:

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

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

- (a) Worker's compensation insurance with statutory limits as required by the Labor Code or the State of California. The policy shall be endorsed with the following specific language: "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the DISTRICT".
- (b) Commercial or Comprehensive General Liability insurance covering bodily injury and property damage using an occurrence policy form, in an amount no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Such insurance shall include, but not be limited to premises and operations liability, independent CONTRACTOR's liability, and personal injury liability.
- (c) Automobile liability insurance covering bodily injury and property damage in an amount no less than \$1,000,000 combined single limit for each occurrence. Such insurance shall include coverage for owned, hired, and non-owned vehicles.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

19. Entire CONTRACT/Amendment. This CONTRACT and any attachments constitute the entire CONTRACT among the parties to it and supersede any prior or contemporaneous understanding or CONTRACT with respect to the services contemplated, and may be amended only by a written amendment

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

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

**DISTRICT:**

Santa Rosa City Schools

211 Ridgway Ave

Santa Rosa, CA 95401

707-890-3800

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Orton Gillingham International

Street: 7433 East Maple Avenue

City/State/Zip: \_Denver, CO 80230

Phone: \_(720) 937-8242

Email: [\\_Elenn.Steinberg@OrtonGillinghamInternational.org](mailto:_Elenn.Steinberg@OrtonGillinghamInternational.org)

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS 15th DAY OF June, 2022.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: \_\_\_\_\_

Rick Edson

Deputy Superintendent

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

707-890-3800 x80201

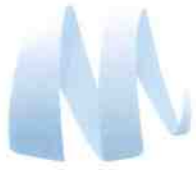
Signature: *Elenn Steinberg*

Print Name: Elenn Steinberg

Title: Executive Director

Email: elenn.steinberg@OrtonGillinghamInternati

Phone: 720-937-8242



**MOMENTUM  
IN TEACHING**  
TEACHING BEYOND THE BOOK

# Proposal

Date: 4/30/22  
#636

To:

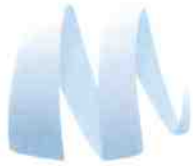
Vihn Tran  
Biella Elementary  
211 Ridgeway Ave.  
Santa Rosa, CA 95401  
(707) 890-3800

Salesperson	Job	Payment Terms	Due Date
Leslie Courtney	Professional Development	Due upon services rendered	Within 2 weeks after invoiced

Date of Service	Description	Cost of Service	Line Total
2/16/23 2/17/23 4/17/23 4/18/23	Professional development to help support the CCSS through a Writing Workshop approach. Support will include one-on-one coaching with teachers based on individual need.	\$1,900/presenter 1 presenter 4 days	\$7,600.00
(8 travel days)	2 round trip airfares (\$350) from Los Angeles, CA to Santa Rosa, CA including taxes, baggage fees, and airport transport costs (Uber \$50 x2 trips).	\$450/presenter	\$900.00
(8 travel days)	Hotel accommodations for 6 nights (1 room per presenter) including all fees and taxes.	\$350/room 1 room 6 nights	\$2,100.00
(8 travel days)	Mileage for 2 round trips from hotel and to/from contract site to airport. 100 miles per trip (IRS flat mileage rate of .72 per mile= \$72 plus rental car at \$225/day x 8 days.	Gas: \$144.00 Rental Car for 8 days: \$1,800	\$1,944.00
(8 travel days)	Food expenses for travel and presenting days at \$72/per presenter based on GSA per diem rate by zip code.	\$72/day per presenter  1 presenter for 8 days	\$576.00
		<b>Total:</b>	<b>\$13,120.00</b>

Make all checks payable to *Momentum in Teaching, LLC*

www.momentuminteaching.com | 6950 E. Goldcrest St., Long Beach, CA 90815 | (310) 963-2108



Date: 4/18/22  
#633

To

Vihn Tran  
Biella Elementary  
211 Ridgeway Ave.  
Santa Rosa, CA 95401  
(707) 890-3800

Salesperson	Job	Payment Terms	Due Date
Leslie Courtney	Professional Development	Due upon services rendered	Within 2 week after invoiced

Date of Service	Description	Cost of Service	Line Total
8/9/22	Professional development to help support the CCSS through a Writing Workshop approach. Support will include analyzing student work to determine next steps and plan strategic conferences.	\$1,900/presenter 1 presenter	1,900.00
(3 travel days)	1 round trip airfare (\$350) from Los Angeles, CA to Santa Rosa, CA including taxes, baggage fees, and airport transport costs (Uber \$50 x2 trips).	\$450/presenter	\$450.00
(3 travel days)	Hotel accommodations for 2 nights (1 room per presenter) including all fees and taxes.	\$350/room 1 room 2 nights	\$700.00
(3 travel days)	Mileage for 1 round trip from hotel and to/from contract site to airport. 100 miles per trip (IRS flat mileage rate of .72 per mile= \$72 plus rental car at \$225/day x 3 days.	Gas: \$72 Rental Car for 3 days: \$675	\$819.00
(3 travel days)	Food expenses for travel and presenting days at \$72/per presenter based on GSA per diem rate by zip code.	\$72/day per presenter  1 presenter for 3 days	\$216.00
		<b>Total:</b>	<b>\$4,085.00</b>

Make all checks payable to *Momentum in Teaching, LLC*



**MOMENTUM  
IN TEACHING**  
TEACHING BEYOND THE BOOK

Proposal

Date: April 6, 2022  
Proposal #629

To Amber Williams  
Steele Lane Elementary  
301 Steele Lane  
Santa Rosa, CA 95401  
(707) 890-3945

Salesperson	Job	Payment Terms	Due Date
Leslie Courtney	Professional Development	Due upon services rendered	Within 2 weeks after services

Date of Service	Description	Cost of Service	Line Total
10/5/22 10/6/22 10/7/22  12/14/22 12/15/22 12/16/22  2/22/23 2/23/23 2/24/23	Professional development to help support the CCSS through a Writing Workshop approach. Support will come in the form of lesson study and demonstration days.	\$1,900/per presenter  1 presenter 9 days	\$17,100.00
(15 travel days)	3 round trip airfares (\$350) from Los Angeles, CA to Santa Rosa, CA including taxes, baggage fees, and airport transport costs (Uber \$50 x2 trips).	\$450/presenter	\$1,350.00
(15 travel days)	Hotel accommodations for 1 night (1 room per presenter) including all fees and taxes.	\$350/room 1 room 12 nights	\$4,200.00
(15 travel days)	Mileage for 3 round trips from airport, to hotel and to/from contract site. 100 miles per trip (IRS flat mileage rate of .72 per mile= \$72, plus rental car at \$225/day x 15 days.	Gas: \$216 Rental Car for 15 days: \$3,225	\$3,441.00
(15 travel days)	Food expenses for travel and presenting days at \$72/per presenter based on GSA per diem rate by zip code.	\$72/day per presenter  1 presenter for 15 days	\$1,080.00
<b>Total</b>			<b>\$27,171.00</b>

Make all checks payable to Momentum in Teaching, LLC

www.momentuminteaching.com | 6950 E. Goldcrest St., Long Beach, CA 90815 | (310) 963-2108



**MOMENTUM  
IN TEACHING**  
TEACHING BEYOND THE BOOK

# Proposal

Date: 4/18/22  
#632

To

Indy Monday  
Brook Hill Elementary  
1850 Vallejo, St.  
Santa Rosa, CA 95404  
(707) 890-3915

Requester	Job	Payment Terms	Due Date
Leslie Courtney	Professional Development	Due upon services rendered	Within 2 week after services

Date of Service	Description	Cost of Service	Line Total
10/25/22 10/26/22 10/27/22  2/7/23 2/8/23 2/9/23  5/2/23 5/3/23 5/4/23	Professional development to help support the CCSS through a Writing Workshop approach. Support will come in the form of in classroom support/lesson study.	\$1,900/presenter  1 presenter 9 days	\$17,100.00
(15 travel days)	3 round trip airfares (\$350) from Los Angeles, CA to Santa Rosa, CA including taxes, baggage fees, and airport transport costs (Uber \$50 x2 trips).	\$450/presenter	\$1,350.00
(15 travel days)	Hotel accommodations for 1 night (1 room per presenter) including all fees and taxes.	\$350/room 1 room 12 nights	\$4,200.00
(15 travel days)	Mileage for 3 round trips from airport, to hotel and to/from contract site. 100 miles per trip (IRS flat mileage rate of .72 per mile= \$72, plus rental car at \$225/day x 15 days.	Gas: \$216 Rental Car for 15 days: \$3,225	\$3,441.00
(15 travel days)	Food expenses for travel and presenting days at \$72/per presenter based on GSA per diem rate by zip code.	\$72/day per presenter  1 presenter for 15 days	\$1,080.00
		<b>Total:</b>	<b>\$27,171.00</b>

Make all checks payable to *Momentum in Teaching, LLC*

www.momentuminteaching.com | 6950 E. Goldcrest St., Long Beach, CA 90815 | (310) 963-2108

**Sonoma State University  
School of Education**

**CREDENTIAL PROGRAMS INTERN  
AGREEMENT**

**With  
Santa Rosa City Schools**

This Credential Programs Intern Agreement, hereafter referred to as “Intern Agreement”, effective July 1, 2022 is made between the Trustees of the California State University on behalf of California State University, Sonoma State University and its School of Education, hereafter referred to as “University” and Santa Rosa City Schools, hereafter referred to as “District/Agency”.

**Definition of Stakeholders**

- An individual currently enrolled in a teacher preparation program at the university shall hereafter be referred to as “student candidate”.
- A student candidate that has met all of the CTC requirements to qualify for an Intern Credential shall hereafter be referred to as “Intern Eligible”.
- A student candidate that has *not* met all of the CTC requirements to qualify for an Intern Credential, but is eligible for employment as an educator within a District/Agency by working on a permit (E.g. Provisional Intern Permit [PIP], Short-Term Staff Permit [STSP] Teaching Permit for Statutory Leave (TPSL), etc.) shall hereafter be referred to as “Permitted Candidates (PCS’s)”.
- A student candidate that is employed by the District/Agency as the teacher of record and working on an Intern Credential shall hereafter be referred to as “Intern”.
- A fully credentialed educator that meets the CTC guidelines for mentorship of an intern, who may be employed by the District/Agency, university, or at another school in the District/Agency, shall hereafter be referred to as “District Employee Supervisor (DES)”.
- An employee of the University who fulfills the supervisor requirements set forth by the CTC for Interns shall hereafter be referred to as “University Supervisor”.
- An employee of the University that oversees the coordination of the Intern Program to ensure that all CTC requirements are being met, shall hereafter be referred to as “Intern Coordinator”.

Whereas, Permitted Candidates who are hired with a District/Agency will follow the same requirements set forth by the CTC and receive the same level of supervision by the University and mentoring support by the District/Agency as Interns, the Intern Agreement will pertain to all University student candidates who are employed as a teacher of record with the District/Agency.

**1. Purpose:** The purpose of this Agreement is to define the respective roles and responsibilities of the two parties in order to allow School District/Agency to extend offers of employment to enrolled students in University’s School of Education Credential Intern program established under California law and rules by the California Teachers Commission (CTC).

**2. Term:** The term of this Agreement shall be for the period July 1, 2022 through June 30, 2024.

### **3. Roles and Responsibilities:**

- District/Agency Roles and Responsibilities under this Agreement are as follows:
- District/Agency shall comply with all State requirements necessary in order to properly offer and subsequently employ as Credential Interns students at the University in accordance with the California Credential Program Intern program established by State law and regulations: Teacher Education Internship Act of 1967 (Cal. Ed. Code 44450-44468, et. Seq.); Education Code 44321; 44325- 44328; and subsequent regulations. Title 5; California Code of Regulations 80033; 80055; et. seq.
- Provide a flat fee of \$3750 to the School of Education for each academic year that the Intern or permitted candidate is employed with the District/Agency. The University will reimburse the District/Agency \$1500 per year (prorated per semester) to provide stipends to eligible DES who are matched with interns/permitted candidates. Eligible DES are defined as educators who that fit the CTC's mentoring guidelines. It is expected that invoices be paid promptly upon receipt or as agreed upon by both parties. Stipends for DES will not be released until District/Agency has paid their invoice.
- Utilize defined selection criteria to identify high-quality, experienced teachers to serve as District Employee Supervisors for Candidates. District Employee Supervisors must demonstrate effective coaching, interpersonal and communication skills and:
- Display best practices in providing "just in time" (as needed) and longer-term analysis of teaching practice to help Candidates develop enduring professional skills.  
Are committed to attend coaching/DES trainings, meetings and to meet weekly with Candidates;
- Display willingness to work collaboratively with SSU faculty and staff;
- Embrace a positive attitude and disposition towards students and teaching;
- Develop a sustained and thoughtful collegial relationship with Candidates;
- Demonstrate leadership skills, curriculum expertise, and knowledge of district resources;
- Serve as a role model for the teaching profession.
- In accordance with Executive Order N-3-22, the CTC allows programs to count hours that candidates serve as a substitute toward the 600 hours of required clinical experiences, as long as the program ensures that these candidates are receiving adequate support and guidance from their school site supervisor and the program. *The University will only allow Permitted Candidates who are hired on temporary permits (STSP, TPSL, etc.) to use assignment hours towards their required clinical experiences if the District/Agency agrees to adhere to the guidelines within the University's MOU and follow the requirements of Intern support set forth by the CTC.*
- The District/Agency will employ the intern/permitted candidate for a minimum of 14 weeks in a semester, in the same position(s), for the candidate's hours to be counted towards their field experience. Intern/permitted candidates who accept a temporary assignment (less than 14 weeks) or are hired at a point in the semester where they cannot be employed for a minimum of 16 weeks will not have their position count towards their fieldwork hours. Exceptions will be authorized in writing at the discretion of the Intern Coordinator.
- Collaborate with the University's intern coordinator to identify and assign a qualified District Employee Supervisors to each eligible Candidate within 30 days of when the candidate is hired (date of signed contract) who meets the Commission's identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with District Employee Supervisors who most closely match their teaching assignment, including grade level and subject matter, and their credential. If a District Employee Supervisor is assigned after the 30 day period, the stipend will be prorated for services rendered.

- Collaborate with the University's intern coordinator to identify an individual (with an English Language Authorization) to provide Intern/PC with immediate support in planning, instruction, and assessment of English Learners. (This may be the Intern's/PC's assigned DES.)
- Provide release days for each DES and/or Intern/PC to be used for observations, professional development, and/or program requirements set forth by the CTC.
- Acknowledge the Intern's /PC's novice status and required attendance in University courses; adjust assignments/schedules accordingly.
- The District/Agency understands and complies with the mandated guidelines as stipulated in the California Commission on Teacher Credentialing Intern Specific Preconditions, "that interns/PC's do not displace certificated employees in participating districts".
- Be responsible, as employer, for employed Credential Programs Intern's/PC's salary and benefits, including, but not limited to, workers compensation, and professional and general liability insurance.
- District/Agency is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as "COVID-19". District/Agency is familiar with an informed about the Center for Disease Control and Prevention ("CDC") current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District/Agency, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed or updated, District/Agency will take steps to comply with the modified, changed or updated guidelines or directives. If at any time School becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.
- Not assign the Intern/PC duties or professional development/training obligations that **interfere with his/her university class schedule** or are inappropriate for a beginning teacher.

2. University Roles and Responsibilities under this Agreement are as follows:

- University shall vet student's academic eligibility to be an Intern Credential Candidate pursuant to CTC criteria and protocols set forth in Attachment 1, attached hereto and incorporated hereto by this reference.
- Sonoma State University will reimburse districts \$1500 (\$750 per semester of service) to provide stipends to DES who are matched with interns/permitted candidates that fit the CTC's mentoring guidelines. DES must be paired with a candidate within 30 days of hire, or the reimbursement stipend will be prorated based on services rendered.
- Provide collaborative employer input in the Candidates' development of an Individual Learning Plan (ILP) within the first 60-days of hire and in program evaluation including administrative mid-year survey, end-of-year surveys, and CTC Accreditation. The District/Agency understands that the ILP is used to guide professional development and not for the purpose of teacher evaluation or employment decisions.
- Provide administrative oversight, coordination and compliance in regards to state requirements.
- Collaborate with district/agency to identify DES who fulfill the CTC requirements within 30 days of hire of the intern/PC.
- Provide training for DES that support development of effective coaching and communication skills that align with the CTC guidelines.
- Provide a University supervisor who will observe and coach the teacher at their District/Agency site twice per semester.
- Provide training and tracking procedures for Interns/PC's to receive a minimum of 144 hours of support/mentoring and supervision per District/Agency year as outlined in Ed Code 44321.
- Provide training and tracking procedures for Interns/PC's who enter the program without valid English learner authorization receive an additional 45 hours of support/mentoring and supervision specific to

meeting the needs of English learners as outlined in Ed Code 44321.

- Recommend State approval of the Intern Credential, upon student's satisfactory completion of appropriate requirements.

#### **4. General Provisions**

4.1 Indemnification – District/Agency agrees to indemnify, defend and save harmless the State of California, the Trustees of the California State University, Sonoma State University, their respective officers, agents, employees and volunteers from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of School's officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.

4.2 Insurance – District/Agency agrees to maintain professional and general liability coverage of at least \$1,000,000 per occurrence, \$2,000,000 aggregate and to provide evidence of coverage upon request. Insurance must be placed with insurers with a current A.M. Best rating of at least A:VII. District/Agency shall also maintain workers compensation coverage as required by law.

4.3 Modifications/Termination – This Agreement may be amended upon mutual agreement of the parties in writing. This Agreement may be terminated by either party upon thirty (30) days prior written notice to the other party.

4.4 Notices – Notices shall be sent to the parties, at the addresses set forth below:

##### To University:

For Programmatic Related Issues - Attention: Dr. Suzanne O'Keeffe, EdD  
Chair, Associate Professor, Special Education  
Intern Director, School of Education Assessment Coordinator, PUERTA  
Department of Educational Leadership and Special Education 1801 E. Cotati Avenue, Rohnert Park, CA 94928  
Email: [okeeffes@sonoma.edu](mailto:okeeffes@sonoma.edu)

For Billing Related Issues - Attention:  
Sara Jordan, Administrative Manager  
Sonoma State University, School of Education  
1801 E. Cotati Avenue, Rohnert Park, CA 94928  
Ph: 707/664-2395 FAX: 707/664-2483  
Email: [jordansa@sonoma.edu](mailto:jordansa@sonoma.edu)

For Contractual Notices - Attention:

Contracts and Procurement  
Sonoma State University, Financial Services  
1801 E. Cotati Avenue, Rohnert Park, CA 94928  
Ph: 707/664-3830, FAX: 707/664-4183  
Carolyn Faulconer [Carolyn.faulconer@sonoma.edu](mailto:Carolyn.faulconer@sonoma.edu)

To School District/Agency:

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

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

In witness whereof, this Agreement has been executed by the parties, upon the date first written above.

Santa Rosa City Schools

Sonoma State University

\_\_\_\_\_  
Anna Trunnell, Superintendent

\_\_\_\_\_  
Contracts and Procurement

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**SONOMA STATE UNIVERSITY  
STUDENT TEACHING AGREEMENT**

THIS AGREEMENT entered into by and between the Trustees of the California State University, on behalf of the State of California, through Sonoma State University, hereinafter called University and the Santa Rosa City Schools District, hereinafter called the District.

WITNESSETH

WHEREAS, the District is authorized to enter into agreements with the University, to provide teaching experience through practice teaching to students enrolled in teacher training curricula of the State University; and

WHEREAS, any such agreement may provide for the payment for the services rendered by the District of an amount not to exceed the actual cost to the District of the services rendered; and

WHEREAS, it has been determined between the parties hereto that the payments to be made to the District under this agreement do not exceed the actual cost to the District of the services rendered by the District; and

WHEREAS, the honorarium or payment provided herein is intended to be transmitted promptly by the District to the supervising teacher (hereafter referred to as District Employed Supervisor) as compensation for and recognition of services performed for the student teacher in the supervisory teacher's charge;

NOW, THEREFORE, it is mutually agreed between the University and the District as follows:

SPECIAL PROVISIONS

The term of the Agreement is from July 1, 2022 through June 30, 2024.

Pending no further budget reductions, the University shall pay District for such completed services at the RATE AND AMOUNT OF \$150.00 per full-time student teacher (8 or more units).

GENERAL TERMS AND CONDITIONS

1. The District shall provide to Sonoma State University students, teaching experience through clinical practice in schools and classes of the District not to exceed the units of practice teaching set forth in the Special Provisions. Clinical practice encompasses

--early field placements, in which teacher candidates observe teachers, create and implement lessons, and other teaching related duties,

-- pre-student teaching, which is a part-time experience that expands early field placements,

-- student-teaching, which is a full-time mentored teaching experience,

--added-authorization, in which candidates pursuing additional certification in other credential areas are placed in school settings.

Such clinical practice shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representative may agree upon.

Such practice teaching shall be provided in such schools or classes of the District, and under the direct supervision and instruction of such employees of the District, as the District and the University through their duly authorized representative may agree upon

As required by State law, the student teacher will be completing a teacher performance assessment (e.g. CalTPA, EdTPA) to demonstrate proficiency on the California Teacher Performance Expectations. The terms of this process will be provided to the District in a separate notice.

APRIL 27, 2022

As required by State law, participating districts and the associated District Employed Supervisors must meet the requirement set forth by the California Commission for Teacher Credentialing with regard to clinical practice\* detailed in Addendum A below, including:

- a. Criteria for School Placements
- b. Criteria for the Selection and Training of District Employed Supervisors
- c. Criteria for the supervision and evaluation of student teachers

The District may, for good cause, refuse to accept for practice teaching any student of Sonoma State University assigned to practice teaching in the District, and upon request of the District, made for good cause, the University shall terminate the assignment of any student of Sonoma State University to practice teaching in the District.

“Practice teaching” as used herein and elsewhere in this agreement means active participation in the duties and functions of classroom teaching under the direct supervision and instruction of employees of the District holding valid credentials issued by the State Board of Education authorizing them to serve as classroom teachers in the schools or classes in which the practice teaching is provided.

2. The University will pay the District for the performance by the District of all services required to be performed under this agreement at the rates set forth in the Special Provisions for each semester unit of practice teaching as per the unit totals outlined in #11 below.

3. An assignment of a student in part or full-time student teaching of Sonoma State University to practice teaching in schools or classes of the District shall be, at the discretion of the University, either for approximately nine (9) weeks or for approximately eighteen (18) weeks, but a student may be given more than one assignment by Sonoma State University to practice teaching in such schools or classes. Student teaching must include a minimum of four weeks in Multiple Subject and Single Subject and 2 weeks in Ed Specialist of solo or co-teaching or its equivalent. Students who are working in private schools and seeking a credential are required to complete a substantive clinical experience in a diverse school setting where the curriculum aligns with California’s adopted content standards and frameworks and the school reflects the diversity of the California’s student population.

The assignment of a student of Sonoma State University to practice teaching in the district shall be deemed to be effective for purposes of this agreement as of the date the student presents to the proper authorities of the District the assignment card or other document given the student by Sonoma State University effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

In the event the assignment of a student of Sonoma State University to practice teaching is terminated by Sonoma State University for any reason, the District shall receive payment on account of such student except that if such assignment is terminated before the end of the ninth week of the term of the assignment, the District shall receive payment for an assignment for nine (9) weeks only. If a student is assigned by Sonoma State University to another teacher of the District after an assignment has become effective, this shall be considered for payment purposes as an entirely new and separate assignment.

Absences of a student from assigned practice teaching shall not be counted as absences in computing the semester units of practice teaching provided the student by the District.

4. Within a reasonable time following the close of each semester of Sonoma State University, Sonoma State University shall pay the District at the rate provided herein, for all units of practice teaching provided by the District under and in accordance with this agreement during said semester. The University will pay the amount of such invoice from monies made available for such purpose by or pursuant to the laws of the State of California.

5. Notwithstanding any other provisions of this agreement, the University shall not be obligated by this agreement to pay the District any amount in excess of the total sum set forth in the Special Provisions.

APRIL 27, 2022

6. University shall provide SPLIP Student Professional Liability Insurance Program. This coverage provides general and professional liability coverage as well as educator’s errors & omissions liability coverage.

7. Before assigning student to District, Sonoma State University will instruct such student on applicable University and federal laws relating to unlawful discrimination (including harassment).

8. Sonoma State University (University) shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this event. District shall be responsible for damages caused by the negligence of its officers, agents and employees occurring in the performance of this event. It is the intention of University and School District that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective officers, agents, and employees.

9. All new University credential program admits must present a valid negative TB test, file for a Certificate of Clearance and complete the Legal Seminar requirement prior to beginning the Credential Program and enrolling in participant observation. Proof of a substitute-teaching permit will suffice for Certificate of Clearance and TB requirements.

10. All University students advancing to Full Time Student Teaching, must have a Certificate of Clearance, a valid Negative TB test and documentation of completion of the Legal Seminar requirements on file with University, in the student’s record prior to the first day of the semester of Full Time Student Teaching.

11. The District is aware and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19”. District is familiar with and informed about the Centers for Disease Control and Prevention (“CDC”) current guidelines regarding COVID-19 as well as applicable federal, state, and local governmental directives regarding COVID-19. District, to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines and applicable governmental directives are modified, changed or updated, District will take steps to comply with the modified, changed or updated guidelines or directives. If at any time District becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

Pending no further budget reductions, all District Employed Supervisor (Master Teacher) stipends will be paid at the rate of \$150 per full-time student teacher (8 or more units). Only the following courses will receive stipends:

Program	Course Number	Units	Amount \$
Single Subject	458	12	150.00
Education Specialist (Mild to Moderate Support Needs)	465	8	150.00
Education Specialist (Extensive Support Needs)	467	8	150.00
Multiple Subject	482	10	150.00

STATE OF CALIFORNIA  
TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY  
SONOMA STATE UNIVERSITY

1801 East Cotati Avenue  
Rohnert Park, CA 94928

BY: \_\_\_\_\_  
Carolyn Faulconer  
Administration and Finance

and  
Santa Rosa City Schools  
211 Ridgeway Avenue  
Santa Rosa, CA 95401

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

CERTIFICATION

I, the duly appointed and acting Clerk or Secretary of the Governing Board of the School District listed below, do hereby certify that the following is a true and exact copy of a portion of the Minutes of the regular meeting of said Board held on

\_\_\_\_\_  
(month/day/year)

“It was moved, seconded and carried that the attached contract with Sonoma State University, whereby the University may assign students to the schools in the School District for practice teaching, be approved; and the \_\_\_\_\_ is hereby authorized to execute the same.”

\_\_\_\_\_  
(DISTRICT)

\_\_\_\_\_  
(COUNTY)

By: \_\_\_\_\_  
Clerk, Secretary (strike one) of the Governing Board of the School District

APRIL 27, 2022

## **ADDENDUM A**

### **Standard 3: Clinical Practice for Multiple and Single Subject**

#### **A. Organization of Clinical Practice Experiences**

The program's Clinical Practice experiences are designed to provide the candidate with a developmental and sequential set of activities that are integrated with the program's coursework and extend the candidate's learning through application of theory to practice with TK-12 students in California public school classrooms. Clinical Practice is a developmental and sequential set of activities integrated with theoretical and pedagogical coursework, and must consist of a minimum of 600 hours of clinical practice across the arc of the program. The range of Clinical Practice experiences provided by the program includes supervised early field experiences, initial student teaching (co-planning and co-teaching with both general educators and Education specialists, as appropriate, or guided teaching), and final student teaching. Student teaching includes a minimum of four weeks of solo or co-teaching or its equivalent. For interns, early field experience would take place in an experienced mentor's classroom.

Dual credential programs leading to both a general and a special education credential are required to have substantive experiences in general education, inclusive, and special education settings within the 600 hours, and are encouraged to extend clinical practice for an additional 150 hours.

Candidates who are working in private schools and seeking a credential are required to complete a substantive clinical experience of at least 150 hours in a diverse school setting where the curriculum aligns with California's adopted content standards and frameworks and the school reflects the diversity of California's student population.

The program provides initial orientation for preparation program supervisors and district-employed supervisors of clinical practice experiences to ensure all supervisors understand their role and expectations. The minimal amount of program supervision involving formal evaluation of each candidate must be 4 times per quarter or 6 times per semester. The minimum amount of district-employed supervisors' support and guidance must be 5 hours per week.

Clinical supervision may include an in-person site visit, video capture or synchronous video observation, but it must be archived either by annotated video or scripted observations and evaluated based on the TPEs, that produce data that can be aggregated and disaggregated.

#### **B. Criteria for School Placements**

Clinical sites (schools) should be selected that demonstrate commitment to collaborative evidence-based practices and continuous program improvement, have partnerships with appropriate other educational, social, and community entities that support teaching and learning, place students with disabilities in the Least Restrictive Environment (LRE), provide robust programs and support for English learners, reflect to the extent possible socioeconomic and cultural diversity, and permit video capture for candidate reflection and TPA completion. Clinical sites should also have a fully qualified site administrator.

#### **C. Criteria for the Selection of Program Supervisors**

The program selects individuals who are credentialed or who have equivalent experience in educator preparation. Supervisors should be expert in the content area of the candidate being supervised and

should have recent professional experiences in school settings where the curriculum aligns with California's adopted content standards and frameworks and the school reflects the diversity of California's student population. The program provides supervisors with orientation to the program's expectations and assures that supervisors are knowledgeable about the program curriculum and assessments, including the TPEs and the TPA model chosen by the program. In addition, program supervisors maintain current knowledge of effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices.

**D. Criteria for the Selection of District-Employed Supervisors** (also may be known as the cooperating teacher, master teacher or on-site mentor)

The program selects district supervisors who hold a Clear Credential in the content area for which they are providing supervision and have a minimum of three years of content area K-12 teaching experience. The district supervisor must have demonstrated exemplary teaching practices as determined by the employer and the preparation program. The matching of candidate and district-employed supervisor must be a collaborative process between the school district and the program.

The program provides district employed supervisors a minimum of 10 hours of initial orientation to the program curriculum, about effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations.

Citation: Preliminary Multiple and Single Subject Credential Program Standards. Commission on Teacher Credentialing Program Handbook. Revised June 22, 2017. Located at:

[https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/prelimmsstandard-pdf.pdf?sfvrsn=a35b06c\\_2](https://www.ctc.ca.gov/docs/default-source/educator-prep/standards/prelimmsstandard-pdf.pdf?sfvrsn=a35b06c_2)

Clinical Practice Experiences A. For Educational Specialist Candidates as taken from

[https://www.ctc.ca.gov/docs/default-source/educator-prep/special-education-docs/clinical-practice-guidance-edsped.pdf?sfvrsn=be672bb1\\_4](https://www.ctc.ca.gov/docs/default-source/educator-prep/special-education-docs/clinical-practice-guidance-edsped.pdf?sfvrsn=be672bb1_4)

Progression of Clinical Practice Experience Program Standard 3 Language: "Clinical Practice is a developmental and sequential set of activities..." 1. It is the expectation of the Commission that fieldwork experiences evolve over the course of the program, increasing in responsibility as the candidate moves closer to completion of the preparation program and licensure. Clinical experience can encompass a wide variety of activities that range from guided observations of veteran teachers modeling good practice in instruction, to beginning practice using various teaching strategies in diverse settings, to assuming full responsibility for students in the classroom, and demonstrating pedagogical competence. B. Activities Appropriate for Meeting the 600 hours of Clinical Practice and Other Requirements Program Standard 3 language: "Clinical Practice...must consist of a minimum of 600 hours of clinical practice across the arc of the program." Clinical practice experience with proper supervision provides all candidates, regardless of pathway, with the opportunity to practice the knowledge and skills required by the credential and included in the TPEs. 1. The 600 hours of supervised clinical practice is required of all candidates, regardless of pathway and occur throughout each candidate's preparation program ("across the arc of the program"). 2. Of the 600 hours, at least 200 hours of supervised early field work that includes purposeful, planned interactions, guided observations and initial student teaching (e.g., coplanning and co-teaching, or guided teaching) must be provided to candidates in general education and special education settings prior to final student teaching. 3. Candidates seeking both general education and Education Specialist credentials are encouraged to extend clinical practice for an additional 150 hours and should work closely with their programs to 4 ensure that clinical practice experiences meet all required competencies for both

credential programs. 4. The minimum time requirement (400 hours) for final student teaching in the desired credential area is to ensure that the candidate experiences the full range of instruction rather than sporadic lesson delivery. During this time, the candidate should be fully responsible for: planning lessons based on the students in their classroom, delivering the lessons, monitoring student progress toward achieving the academic goals included in the lessons, informal and formal assessment of students, and reflection of their teaching practice. The clinical practice opportunities may include those that are intentionally selected or designed by the program, occur in placements that are selected or approved by the program, and are for the purpose of helping candidates understand the link between specific objectives in coursework and teaching practice. For interns, early field experience would take place in experienced mentor classrooms in both general education and special education settings. 5. Since portions of the Teaching Performance Assessment (TPA) will be completed during the final student teaching experience, the program should design clinical practice experiences with that goal in mind. 6. Examples of appropriate activities that may be included in the 600 clinical practice hours include: o Guided and supervised teaching including whole class instruction, small groups, and other direct contact with students, including final student teaching o Co-planning time, with veteran practitioners for lessons that the candidate will deliver, o Working with veteran practitioners, grading, and analyzing student work, reflecting on lessons, and planning for the needs of individual students o Time working with professional learning communities, grade level and department meetings. 7. Candidate observations of classroom teaching may or may not qualify toward the 200 hours of supervised early field work. Only those that are intentionally designed by the program, occur in placements that are selected or approved by the program, and are for the purpose of helping candidates understand the link between specific objectives in coursework and teaching practice may qualify as part of the 200 hours. 8. Among activities that should not be included in the 600 hours are general lesson planning done independently by the candidate, or hours spent supervising extracurricular activities. In addition, mock instruction or observation of fellow candidates (and without birth-22 students) as part of a course would not qualify as part of the required 600 hours. III. Clinical Practice Placements General Information Placements must be intentionally selected to provide the candidate with opportunities to practice and acquire the knowledge and skills included in the TPEs with the range of experience that reflects the diversity of age and grade level, the range of federal disability categories, and the continuum of special education services. Clinical Practice experiences must be under the guidance and supervision of a district employed supervisor/master teacher, veteran practitioner, program supervisor and/or course instructor. Hours of 5 instruction by a candidate in a classroom where the district employed supervisor/master teacher is not present may qualify toward the 600 hours of supervised early field work in general and special education settings, as long as these hours of instruction are prepared with and guided by one or more designated supervisors selected and approved by the program for the purpose of supervision (Coteacher, mentor, university supervisor, faculty, etc.) and are followed by designated time for reflection. This guidance and supervision may occur in person or via technology assisted communication. A. Diversity in All Placements (Student Population) 1. In all clinical practice placements, candidates should have significant exposure to school settings that reflect the full diversity of California public schools. 2. Prior to placing student teaching candidates, programs should review the demographics of the school to ensure a “diverse school setting” that reflects California’s public schools. The TPEs provide a valuable definition of “all students” that should be used by programs in making this determination. Programs must ensure that the placement is a diverse school setting relative to all the following, and may be required to provide evidence at the time of the site visit: a. race, ethnicity of the students b. number of students from families below the federal poverty level, number or percentage of students on scholarship, tuition

assistance, or other proxy that demonstrates that the school serves students from families in lower socio-economic income ranges. c. languages spoken by the students, including English learners. d. the inclusiveness of the school for students with disabilities and the process for students to receive additional services, i.e. student study team and individualized education program processes B. Curriculum in All Placements Program Standard 3 language: “Curriculum that is aligned with California’s adopted content standards and frameworks” 1. Prior to placing student teaching candidates in schools, the program must review the curriculum to ensure that it is equivalent to California’s adopted content standards and curriculum. It is the responsibility of the program to provide evidence of compliance if requested at the time of the site visit. 2. In placements where the school is not explicitly aligned with California’s adopted content standards and frameworks, the program must demonstrate how the placement meets the goal and intent of the standard in preparing candidates to be competent with the curriculum taught in public schools in California. C. Diversity in Private School Placements Program Standard 3 language: “Candidates who are working in private schools and seeking a credential are required to complete a substantive clinical experience of at least 150 hours in a diverse school setting where the curriculum aligns with California’s adopted content standards and frameworks and the school reflects the diversity of California’s student populations.” 6 1. Prior to placing student teaching candidates in private schools, the program must review the demographics of the school to ensure a “diverse school setting” that reflects California’s public schools. The TPEs provide a valuable definition of “all students” that should be used by programs in making this determination. It is the onus of the program to provide evidence that the school is a diverse school setting relative to all the following: a. race, ethnicity of the students b. number of students from families below the federal poverty level, number or percentage of students on scholarship, tuition assistance, or other proxy that demonstrates that the school serves students from families in lower socio-economic income ranges. c. languages spoken by the students, including English learners. d. the inclusiveness of the school for students with disabilities and the process for students to receive additional services, i.e. student study team and individualized education program processes 2. All candidates, including those placed in private schools, must complete 600 hours of supervised clinical practice. Of these 600 hours, the standards state that candidates working in private schools must complete at least 150 hours in diverse school settings.

Support and Supervision A. Program Supervisor Observation Requirements Program Standard 3 language: “The minimal amount of program supervision involving formal evaluation of each candidate must be 4 times per quarter or 6 times per semester.” 1. At the April 2017 Commission meeting, the Commission confirmed that all candidates need to be properly supervised until they have completed all credential requirements and hold a preliminary teaching credential. The goal of this requirement is to ensure that all candidates, regardless of pathway, are provided with adequate supervision and evaluation from their program supervisor throughout their clinical practice experience. 2. The formal evaluation requirement of 4 times per quarter or 6 times per semester can be interpreted to be approximately every 3 weeks. 3. If a program elects to supervise candidates using a different model of frequency of observations and can justify that it better meets the needs of the candidate, it is acceptable. However, it is the onus of the program to demonstrate that over the course of the program, at least the equivalent amount of supervision is achieved. The accreditation review team will make a determination as to whether this part of the standards is being met. For example, a 2-year program may decide to complete 8 program supervisor observations per semester in the first year and 4 in the second, which would lead to an average of 6 times per semester. This may meet the goal and intent of the standard if the program can provide a valid justification for this practice and can provide outcomes

data that demonstrates that their candidates are successful with this program design. B. District-employed Supervisor Support Requirements Program Standard 3 language: “The minimum amount of district-employed supervisors’ support and guidance must be 5 hours per week” 1. The 5 hours per week of district-employed supervisor support and guidance time is only required during the period that the candidate is assigned a specific mentor/master teacher. They are not required during early field experiences or at other times during which the candidate does not have an assigned district employed supervisor/master teacher. 2. Support and guidance may include a variety of activities, including lesson-modeling; observation and coaching; co-planning and feedback on lesson planning; problem-solving regarding: instruction, classroom management, student access to curriculum, and other student-related issues; grade-level meetings, and email and phone conversations with a district-employed supervisor. 3. The goal of this standard is to ensure that all candidates, regardless of pathway, are properly supported and supervised during their clinical practice. The expectation is that every program will satisfy this requirement as written. However, if a program elects to satisfy the goal of this standard in a way that they believe better meets the needs of their candidates, it is the onus of the program to demonstrate that the goal is still met. 8 For example, if a district-employed supervisor were to provide 10 hours of support per week during the first weeks of placement and 2 hours of support per week in the final weeks of placement, the average for the term could be greater than 5 hours per week. This may satisfy the goal of the standard were the program to provide a valid justification for this practice. 4. For intern candidates, support, and supervision (144 hours of general support and 45 hours of EL support) is a shared responsibility between the program and the employer. Hours spent with a district-employed supervisor to satisfy the intern annual requirements may qualify towards meeting this 5 hours/week requirement.



California School Boards Association

June 8, 2022

Superintendent and Board President  
Santa Rosa City Schools  
211 Ridgway Ave.  
Santa Rosa, CA, 95401-4320

Dear Superintendent and Board President of Santa Rosa City Schools:

Please find your enclosed invoice for your 2022–23 CSBA membership dues. As we have worked together over the last two years to navigate the pandemic and the unprecedented challenges that have come with it, the efforts of Santa Rosa City Schools and all CSBA members have been instrumental in our success. We greatly appreciate your membership in CSBA and the difference it makes for California’s public schools, and we look forward to our continued partnership.

In this mailing, you will find the following documents:

- **Invoice for your 2022-23 CSBA membership dues.**  
Your membership in CSBA allows you to take advantage of a host of CSBA’s optional subscription services.
- **Invoice for optional subscription payments, as listed below:**  
CSBA Educational Legal Alliance (ELA) dues ([www.csba.org/ela](http://www.csba.org/ela)).  
GAMUT subscription dues (Policy, Policy Plus and/or Meetings, as applicable, for current subscribers).  
Online Learning Center subscription renewal (for current subscribers).

**All CSBA members also have the option to subscribe to our ever-expanding Online Learning Center.**

Your cost for a 2022-23 individual subscription would be \$300, or you may purchase access for your entire board *and* superintendent for \$2,100. Please visit [olc.csba.org](http://olc.csba.org) to subscribe today!

As a CSBA member, you also have access to a litany of resources, tools and information for school governance leaders. You also have the opportunity to access an expansive slate of workshops, trainings, and events including our **2023 Coast2Coast** advocacy event in Washington, D.C., our flagship **2022 Annual Education Conference** in San Diego in December ([acc.csba.org](http://acc.csba.org)) and the **2022 Leadership Institute: Leadership in a time of chaos, change and opportunity** on July 22-23 in Los Angeles ([li.csba.org](http://li.csba.org)). CSBA members may now also subscribe to our **new CSBA Legal Services** ([legalservices.csba.org](http://legalservices.csba.org)), offering expert advice and guidance from attorneys specializing in education law.

**CSBA is your organization, and we encourage you to contact us with your member needs!**

CSBA’s Director of Membership, Aaron Davis, can be reached at (916) 669-3274 or [adavis@csba.org](mailto:adavis@csba.org) if you have questions about your membership or the enclosed invoice(s).

Your CSBA Regional Director, providing leadership and support in your area (CSBA Region 3), is Tony Ubalde of Vallejo City Unified School District.

Your local CSBA Public Affairs & Community Engagement Representative (PACER), CSBA’s liaison to local school and county boards of education, key decision-makers and the community-at-large, is Laurel Green, [lgreen@csba.org](mailto:lgreen@csba.org).

Thank you again for your membership in CSBA and for all that you do to ensure a high-quality education for every student.

Sincerely,

Dr. Susan Heredia  
CSBA President

Vernon M. Billy  
CSBA CEO & Executive Director



California School Boards Association  
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

**Invoice Number**      **Invoice Date**      **PO #**  
 INV-61105-Y9H8W4      5/25/2022

**Bill To:**  
 Santa Rosa City Schools  
 211 Ridgway Ave  
 Santa Rosa, CA 95401-4320  
 United States

**Ship To:**  
 Santa Rosa City Schools  
 211 Ridgway Ave.  
 Santa Rosa, CA 95401-4320  
 United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership ( 07/01/2022 - 06/30/2023 )	\$16,471.00	1.00	\$16,471.00	
ELA	ELA Membership ( 07/01/2022 - 06/30/2023 )	\$4,118.00	1.00	\$4,118.00	
<p style="color: red;">Dues not processed before September 15 will result in a disruption of CSBA services. Officers or employees of LEAs that have not paid dues by September 15 will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.</p>					

**Total Invoice:** \$20,589.00

**Total Paid:** \$0.00

**Balance Due:** \$20,589.00

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 PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT  
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Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
<b>100888</b>	<b>INV-61105-Y9H8W4</b>	<b>05/25/2022</b>		<b>\$20,589.00</b>

**Make checks payable to:**  
 California School Boards Association - CSB (6744)  
 c/o West America Bank  
 P.O. Box 1450  
 Suisun City, CA 94585-4450

**Bill To:**  
 Santa Rosa City Schools  
 211 Ridgway Ave  
 Santa Rosa, CA 95401-4320  
 United States



California School Boards Association  
(916) 371-4691

Please refer to your invoice number and customer number in all communications regarding this invoice.

**Invoice Number**      **Invoice Date**      **PO #**  
 INV-62233-Y9J2W3      5/25/2022

**Bill To:**  
 Santa Rosa City Schools  
 211 Ridgway Ave  
 Santa Rosa, CA 95401-4320  
 United States

**Ship To:**  
 Santa Rosa City Schools  
 211 Ridgway Ave.  
 Santa Rosa, CA 95401-4320  
 United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/MEETING S	Gamut Meetings ( 07/01/2022 - 06/30/2023 )	\$7,500.00	1.00	\$7,500.00	Net 30
GAMUT/POLICY	Gamut Policy ( 07/01/2022 - 06/30/2023 )	\$4,065.00	1.00	\$4,065.00	Net 30
GAMUT/POLICY/P LUS	Gamut Policy Plus ( 07/01/2022 - 06/30/2023 )	\$4,050.00	1.00	\$4,050.00	Net 30
<p>Have you renewed your CSBA Membership for 2022/2023? Only CSBA members enjoy exclusive access to GAMUT and our valuable trainings and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access to GAMUT.</p>					

**Total Invoice:** \$15,615.00

**Total Paid:** \$0.00

**Balance Due:** \$15,615.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100888	INV-62233-Y9J2W3	05/25/2022	Net 30	\$15,615.00

**Make checks payable to:**  
 California School Boards Association - CSB (6744)  
 c/o West America Bank  
 P.O. Box 1450  
 Suisun City, CA 94585-4450

**Bill To:**  
 Santa Rosa City Schools  
 211 Ridgway Ave  
 Santa Rosa, CA 95401-4320  
 United States



## International Academy of Science

11020 N Ambassador Drive, Kansas City, MO 64153

### Standard Purchase and License Terms

**BY ACCEPTING DELIVERY OF THE PRODUCT OR SERVICES DESCRIBED IN OUR INVOICE OR OTHER DOCUMENTATION FROM US, YOU AGREE TO BE BOUND BY AND ACCEPT THESE STANDARD TERMS UNLESS BOTH PARTIES HAVE SIGNED A SEPARATE AGREEMENT, IN WHICH CASE THE SEPARATE AGREEMENT WILL GOVERN.**

The terms and conditions contained in this document (the “Standard Terms”) apply to any transaction whereby the International Academy of Science (sometimes referred to in this document as “we” “us” or “our”) provide to you our customer (referred to as “you” or “your” as identified in more detail on the applicable Grant or Quote Form (“Quote Form”)): (1) license rights to use our software products and course content, (2) hardware for use with the software products, or (3) services. These Standard Terms are an integral part of an agreement (the “Agreement”) that consists of (in order of precedence) a Quote Form, these Standard Terms, and any documents incorporated by reference into either the Quote Form or Standard Terms (including those incorporated by hyperlink reference). These documents constitute the entire Agreement between the parties and will supersede and replace any provisions in your purchase order or other contracting or purchasing documents that do not exactly mirror these terms. These Standard Terms may only be superseded or amended by other terms and conditions you and we have specifically agreed to in writing.

The Agreement will be effective as of the approval date of the applicable Grant or Quote and will be binding when the Quote Form has been executed by you. We reserve the right to require your submission of a purchase order in connection with your order.

#### **Section 1.0: Software.**

**1.1 General License Terms.** All software license rights that we grant you are specifically subject to the following terms and conditions:

1.1.1 All licenses are non-exclusive, non-transferable, and non-assignable.

1.1.2 We own all rights necessary to grant licenses to the Acellus System. We own and retain all rights, title, and interest in and to the software, course content, and all ideas, concepts, methodologies, formats, specifications, and other know-how furnished by us in connection with this Agreement, as well as all related intellectual property rights.

1.1.3 All access and use of the Acellus System under this Agreement will be subject to our Privacy Policy (<https://www.science.edu/privacy>) and Student Data Privacy and Security Policy (<https://www.science.edu/student-privacy/>), which are expressly made a part of this Agreement.

1.1.4 Licenses granted under this Agreement will be automatically revoked if this Agreement is terminated and automatically terminate on the expiration date as identified on the Quote Form, if any. We reserve the right to suspend or revoke any license granted under this Agreement if you breach this Agreement.

1.2 **Restrictions.** You and your Users will use the Acellus System solely for the purposes stated in the applicable license grants and will not: (i) modify, copy, or create derivative works based on the Acellus System; (ii) frame or mirror any part of the Acellus System, other than for your own internal educational or training purposes and not in violation of any use or User restrictions; (iii) reverse engineer, decompile, or disassemble any portion of the Acellus System; (iv) access or allow others to access the Acellus System in order to build, market, or offer a competitive product or service, or copy any ideas, features, functions, answers, questions, contents, or graphics of the Acellus System; (v) license, sublicense, sell, resell, rent, lease, transfer, assign, distribute, time share, or otherwise commercially exploit or make the Acellus System available to any third party, other than to Users as contemplated by this Agreement; (vi) send spam or otherwise unsolicited messages through the Acellus System in violation of applicable laws; (vii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material that is harmful to children or violates third party privacy rights, on the Acellus System; (viii) intentionally send or store any viruses, worms, time bombs, Trojan horses, or other harmful or malicious code, files, scripts, agents, or programs on or through the Acellus System; (ix) interfere with or disrupt the integrity or performance of the Acellus System or the data contained therein; (x) attempt to gain unauthorized access to the Acellus System or its related systems or networks; (xi) publicly display or publicly perform the Acellus System without our prior written permission; or (xii) violate any applicable federal, state, or local laws.

1.3 **System Availability.** We will use commercially reasonable efforts to make the Acellus System available (subject to routine maintenance) to you and your Users via the Internet 24 hours a day, 7 days a week. However, the system may be unavailable from time to time, may be offered for a limited time, or may vary depending on your region or device. We strive to keep the system up and running; however, all online services suffer occasional disruptions and outages, and we are not liable for any disruption or loss you may suffer as a result. All access rights for you and your Users will be via the worldwide web using a browser and Internet connection compliant with the System Requirements (described in section 1.4), unless otherwise specified in the Quote Form. NONETHELESS, ACCESS TO THE ACELLUS SYSTEM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY ADDITIONAL WARRANTIES OF ANY KIND. WE DO NOT WARRANT THAT ACCESS TO THE SYSTEM WILL BE UNINTERRUPTED OR ERROR-FREE.

1.4 **System Requirements.** Our Acellus Technical Specifications webpage ("System Requirements") (found at <https://www.science.edu/acellus/support/>) details the necessary hardware, software, system configuration, network infrastructure, and other operational requirements necessary for you to successfully operate and use the Acellus System. The System Requirements are subject to periodic change. You acknowledge that you are responsible for the cost, operation, and availability of, and you and your Users compliance with, all elements of the System Requirements.

1.5 **System Updates and Alterations.** You may need software updates to keep using the System. We may automatically check your version of the software and download software updates or configuration changes. Such updates are subject to these Terms unless other terms accompany the updates, in which case, those other terms apply. We do not guarantee that we will continue supporting the version of the System you purchased or licensed. Additionally, there may be times when we need to remove or change features or functionality of the System. We have no obligation to continue providing all features or functions of the version of the System you purchased or licensed.

**1.6 Responsibility for User Activity.** You are responsible for all activities that occur in User accounts and for compliance by your Users with these Standard Terms. You will: (i) have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data; (ii) use commercially reasonable efforts to prevent unauthorized access to, disclosure of, or use of the Acellus System, and notify us promptly of any such unauthorized access or use; and (iii) in connection with this Agreement, comply (and ensure compliance by your Users) with all applicable local, state, and federal laws, rules, and regulations.

## **1.7 Intellectual Property.**

**1.7.1 Reservation of Rights.** The Software and Course Content we are providing is licensed to you, not sold. Subject to the limited rights expressly granted to you and your Users herein, we reserve all rights, title, and interest in and to the Acellus System, including all related intellectual property rights. No other rights are granted to you or your Users.

**1.7.2 Rights to Customer Data.** As between you and us, you own all rights, title, and interest in and to all Customer Data. You hereby grant us a non-exclusive, royalty free license to perpetually use, modify, distribute, and work with the Customer Data.

**1.7.2.1** Upon termination of this Agreement, we agree to promptly return to you the Customer Data, at your request, except that we may retain non-personally identifiable, statistical data regarding Students' answers and performance.

**1.7.3** We will have a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Acellus System any suggestions, enhancement requests, recommendations, or other feedback provided by you or your Users relating to the operation of the Acellus System.

**1.7.4 Trademarks.** The trademarks, service marks, and logos ("Trademarks") used and displayed within the Software are registered or unregistered Trademarks of the International Academy of Science or its affiliates. Nothing in this agreement shall be construed as granting, by implication, estoppel, or otherwise any license or right to use any Trademark without the prior written consent of the Trademark owner. The names and logos pertaining to "Acellus", "International Academy of Science", or any Trademark within the Software may not be used in any way including in any advertising or publicity without the prior written consent of the International Academy of Science.

## **Section 2.0: General Terms.**

**2.1 Definitions.** Within these Standard Terms, capitalized terms shall have their meaning as defined in Section 6.0 or as otherwise set forth.

**2.2 Services.** Subject to and conditioned on your acceptance and compliance with this Agreement, we shall provide you with the licenses, hardware, and/or services described in your Quote Form.

**2.3 General Agreement.** By accessing or using our Services, you represent, warrant, and agree that: (i) you have both the legal authority and the legal capacity to form a binding contract with us, including this Agreement, and, if you are a public body, that you have satisfied all conditions and requirements under state and local law for requesting, appropriating, expending and disbursing public funds sufficient to pay the contract price for our Services; (ii) you are not a person who is

prohibited from receiving the Services under any applicable laws; and (iii) you will comply with this Agreement and all applicable laws, rules, and regulations. You further understand and agree that these representations, warranties, and agreements are material to our decision to enter into this Agreement, that we are relying on these representations, warranties, and agreements, and that our reliance is reasonable.

## 2.4 Fees and Payment.

2.4.1 **Fees.** You agree to timely pay all amounts due to us as shown on the Quote Form. Unless stated otherwise in the Quote Form, all such amounts are non-cancelable and non-refundable. We may suspend or cancel the Services or your access to the Acellus System if we do not receive an on time, full payment from you.

2.4.2 **Billing.** By providing us with a payment method, you represent that (i) you are authorized to use the payment method you provided; (ii) any payment information you provide is true and accurate; and (iii) we are authorized to charge you for all Services using your payment method.

2.4.3 **Acceptance.** All Software and Hardware will be deemed accepted upon our making it available to you and will thereafter be subject to the warranty provisions of this Agreement.

2.5 **Relationship of the Parties.** The relationship between the parties is that of independent contractors. Nothing contained in the Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties. Neither party shall have authority to contract for or bind the other party in any manner whatsoever.

2.6 **Monitoring Content.** We may, but have no obligation to, monitor access to or use of the Services or Content or to review or edit any Content for the purpose of operating the Services, to ensure compliance with this Agreement, and to comply with applicable law or other legal requirements. We may disclose any information necessary to satisfy our legal obligations or to protect the Services, the System, or our customers. We may, in our sole discretion, refuse to post, remove, refuse to remove, or disable any Content, in whole or in part, that is alleged to be, or that we consider to be unacceptable, undesirable, inappropriate, or in violation of this Agreement.

## 2.7 Confidentiality.

2.7.1 **Definition of Confidential Information.** “Confidential Information” means all confidential and proprietary information disclosed by one party (the “Discloser”) to the other (the “Receiver”) and either designated as confidential or of a type reasonably expected to be confidential. Confidential Information includes information provided through any means, such as oral, written, or electronic. Confidential Information includes the Customer Data, the Acellus System, business and marketing plans, technology and technical information, product designs, and business processes, but does not include any information that, without breach of obligation owed to Discloser: (a) is or becomes generally known to the public; (b) was known to the Receiver prior to its disclosure by the Discloser; (c) was independently developed by the Receiver; or (d) is received from a third party.

2.7.2 **Protection.** The Receiver will not disclose or use any Confidential Information of the Discloser for any purpose outside the scope of this Agreement, except with the Discloser’s prior written permission. The Receiver will protect the Confidential

Information of the Discloser as if it were the Receiver's own Confidential Information, and at a minimum, with reasonable care. This obligation will survive termination of this Agreement for a period of 3 years.

**2.7.3 Compelled Disclosure.** If by court order, legal requirement, or regulatory authority the Receiver is forced to disclose Confidential Information of the Discloser, the Receiver will (to the extent legally permitted) give the Discloser prompt notice of the compelled disclosure and will provide, at the Discloser's request and cost, reasonable assistance to contest the disclosure.

**2.7.4 Remedies.** If the Receiver discloses or uses (or threatens to disclose or use) any Confidential Information of the Discloser in breach of this section, the Discloser will have the right, in addition to any other available remedies, to seek injunctive relief to prevent further (or the threatened) disclosure.

**2.8 Care of Customer Data.** We will make periodic backups of Customer Data entered into the Acellus System and will otherwise use reasonable commercial care, consistent with general industry practice, to protect such data against loss. We are not responsible for lost Customer Data. You will be responsible for the maintenance of Customer Data held in our application and for replacing it if it is lost for any reason.

**2.9 Force Majeure.** We shall not be liable to Customer for any delay or failure to perform our obligations hereunder if such delay or failure arises from any cause or causes beyond our reasonable control. Such causes shall include, but are not limited to, acts of God, pandemics, floods, fires, government restrictions, wars, insurrections, labor strife, or failure of suppliers, communication or data systems, subcontractors, or carriers to perform their obligations.

**2.10 Not Construed Against Drafter.** The language of the Agreement shall not be interpreted in favor of or against any party as the drafter of the Agreement.

**2.11 U.S. Governmental Users.** The Software and Documentation are "Commercial Items," as defined at 48 C.F.R. §2.101, and are licensed subject to Restricted Rights applicable to Commercial Items and only with those rights expressly granted under this Agreement. The U.S. Government will not be entitled to technical information that is not customarily provided to the public or to use, modify, reproduce, release, perform, display, or disclose the Software or Documentation except as allowed under this Agreement.

**2.12 Term and Termination.**

**2.12.1 Term of this Agreement.** This Agreement will begin on the Quote Date and will, unless earlier terminated for cause in accordance with this section, continue in effect until the end of the last License Period covered by this Agreement.

**2.12.2 Termination for Cause.** A party may terminate this Agreement for cause: (i) 30 days after written notice of a material breach to the other party if such breach remains uncured at the expiration of such period; or (ii) if the other party ceases to conduct business in the ordinary course, files a petition for liquidation bankruptcy, fails to have an involuntary petition for bankruptcy dismissed or converted to a non-liquidation bankruptcy within 60 days after filing, or makes an assignment of essentially all assets for the benefit of creditors.

**2.12.3 Effect of Termination.** Upon expiration or termination of the Agreement, except as expressly provided otherwise in this Agreement, (i) all rights, licenses, consents, and authorizations granted by either party to the other will immediately terminate; (ii) you shall immediately cease all use of any Services provided by us; and (iii) we will immediately disable all access to the Services provided to you.

**2.12.4 Outstanding Fees.** Termination will not relieve you of the obligation to pay any fees payable to us prior to the effective date of termination.

**2.13 Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, we may assign this Agreement in its entirety without your consent, in connection with a transaction involving a sale of all or substantially all of our assets or equity through merger or otherwise. Any attempt by a party to assign its rights or obligations under this Agreement in breach of this section will be void and of no effect. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors, and permitted assigns.

**2.14 Entire Agreement.** This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements, proposals, or representations, written or oral, concerning its subject matter. The International Academy of Science reserves the right to change these terms and conditions at any time without prior notice. To the extent of any conflict or inconsistency between the provisions in these Standard Terms and a Quote Form, the terms of the Quote Form will prevail.

**2.15 Third Parties.** There are no third-party beneficiaries to this Agreement.

**2.16 Notices.** All notices under this Agreement will be in writing and will be deemed given upon: (a) personal delivery; (b) the second business day after certified mailing; (c) the second business day after sending by facsimile; or (d) the second business day after sending by email. Notices to us will be addressed to the attention of our representative, as listed on the Quote Form. Notices to you will be addressed to the attention of the person signing the Quote Form for you.

**2.17 Waiver.** No failure or delay by either party to exercise a right under this Agreement will be a waiver of that right.

**2.18 Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be subject to modification by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.

**2.19 Surviving Provisions.** The following provisions will survive any termination or expiration of this Agreement: 1.6, 2.7, 2.12.4, 2.14, 2.15, 2.16, 2.18, 2.20, 3.1, 3.3, 3.4, 4.1, 4.2, 4.3, 4.4, 4.5, 5.0 (in its entirety), and 6.0 (in its entirety).

### **Section 3.0 Claims and Disputes.**

**3.1 Governing Law.** THE AGREEMENT AND THESE STANDARD TERMS AND ANY SALE HEREUNDER WILL BE GOVERNED BY THE LAWS OF THE STATE OF MISSOURI, WITHOUT REGARD TO CONFLICTS OF LAWS RULES. MISSOURI LAW SHALL APPLY TO ANY AND ALL CLAIMS, WHETHER ARISING OUT OF TORT OR CONTRACT.

**3.2 Venue.** ANY AND ALL CLAIMS, WHETHER ARISING OUT OF TORT OR CONTRACT, MUST BE BROUGHT IN JACKSON COUNTY, MISSOURI. CUSTOMER CONSENTS TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN JACKSON COUNTY, MISSOURI. CUSTOMER SUBMITS TO THE JURISDICTION THEREOF AND WAIVES THE RIGHT TO CHANGE VENUE. CUSTOMER FURTHER CONSENTS TO THE EXERCISE OF PERSONAL JURISDICTION BY ANY JACKSON COUNTY COURT WITH RESPECT TO ANY SUCH PROCEEDING. ARBITRATION BROUGHT IN CONFORMITY WITH SECTION 5.0 OF THESE STANDARD TERMS SHALL ALSO BE VENUED AND CONDUCTED IN JACKSON COUNTY, MISSOURI.

**3.3 Time Limitation for Bringing Claims.** YOU AGREE THAT REGARDLESS OF ANY STATUTE OR LAW TO THE CONTRARY, ANY CLAIM OR CAUSE OF ACTION ARISING OUT OF OR RELATED TO USE OF THE ACELLUS SYSTEM, OR ANY PART THEREOF, OR THESE STANDARD TERMS MUST BE FILED WITHIN ONE (1) YEAR AFTER SUCH CLAIM OR CAUSE OF ACTION AROSE OR BE FOREVER BARRED.

#### **3.4 Indemnities.**

**3.4.1 Our Indemnification of You.** Subject to the conditions described below and the provisions of section 2.6, we will defend, indemnify and hold you harmless against any loss, damage, or costs (including reasonable attorneys' fees) incurred in connection with claims, demands, suits, or proceedings (collectively called "Claims") made or brought against you by a third party, as follows:

**3.4.1.1 For Infringement.** Our indemnity covers Claims alleging that your use of the Acellus System in accordance with the terms of this Agreement, or any information or material (collectively called "Material") furnished by us in connection with this Agreement infringes the intellectual property rights of a third party. This indemnification does not apply to Hardware. We will have no liability for any claim of infringement or misappropriation to the extent (a) the Material is based on specifications or directions you provided, (b) your use of a superseded or altered version of some or all of the Material if infringement or misappropriation would have been avoided by the use of a subsequent or unaltered release of the Material provided to you or (c) your use occurs in a jurisdiction other than the United States. If any portion of the Acellus System becomes, or in our opinion is likely to become, the subject of an infringement claim, we may, at our option and expense, either procure for you the right to continue using the affected feature or content; replace or modify the affected feature or content so that it becomes non-infringing and remains functionally equivalent; or refund you the portion of your license fees attributable to the affected feature or content.

**3.4.1.2 Breach of Security.** In the event that we suffer a security breach that affects you or your data, we will notify you promptly. We will indemnify you for the cost of damages directly related to the breach and we will reimburse your reasonable costs incurred in connection with notifying your users of the breach.

**3.4.2 Your Indemnification of Us.** Subject to the conditions described below and Section 4.0, and to the extent not prohibited by applicable law, you will defend, indemnify, and hold us harmless against any loss, damage, or costs (including

reasonable attorneys' fees) incurred in connection with Claims made or brought against us by (i) a third party alleging that the Customer Data, your use of the Acellus System in violation of this Agreement, or any Material provided by you either: (a) infringes the intellectual property rights of a third party, or (b) has otherwise harmed a third party, or (ii) anyone who has suffered personal injury or property damage based upon you or your employees', agents', or students' negligence or intentional misconduct.

**3.4.3 Conditions.** These indemnities will be conditioned on the party seeking indemnity: (a) promptly providing the other with a written notice of the Claim; (b) giving the other party sole control of the defense and settlement of the Claim, provided that the other party may not settle any Claim unless the party seeking indemnity is unconditionally released from liability; and (c) at no charge, providing the other party with all reasonable assistance relative to the defense of the Claim.

#### **Section 4.0: Disclaimers, Limitations, and Exclusions.**

**4.1 Courseware and Instruction Disclaimer.** All Course Content is provided on an "as is," "as available" basis. We do not warrant that the content of the course(s) or instruction will meet your expectations. We do not warrant the accuracy or reliability of any information provided. You acknowledge that any reliance on such information shall be at your sole risk. We reserve the right, in our sole discretion, to correct any errors or omissions in the instructional programs or course offerings.

**4.2 Warranty Disclaimer.** WE MAKE NO WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND WE SPECIFICALLY DISCLAIM ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. YOU UNDERSTAND THAT USE OF THE SERVICES IS AT YOUR OWN RISK.

**4.3 Limitation of Liability.** EXCEPT FOR BREACHES OF CONFIDENTIALITY OBLIGATIONS (WHICH ARE LIMITED TO \$50,000 IN THE AGGREGATE FOR ALL CLAIMS AGAINST EITHER PARTY IN ANY CALENDAR YEAR) IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE AMOUNTS ACTUALLY PAID BY YOU TO US UNDER THE APPLICABLE QUOTE FORM.

**4.4 Exclusion of Consequential and Related Damages.** IN NO EVENT WILL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**4.5** In states where the exclusion or limitation of incidental or consequential damages is not allowed, the limitations or exclusions will apply to the greatest extent permitted by law.

#### **Section 5.0: Binding Arbitration.**

**THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCEABLE BY THE PARTIES.**

5.1 Any claim, dispute, or controversy (whether arising out of contract, tort, statute, common law or otherwise; and whether preexisting, present or future) arising from or relating to this Agreement, or the breach thereof, that cannot be settled amicably by the parties, except for any claim for injunctive relief pertaining to a party's use, misappropriation, or disclosure of the Acellus System, Customer Data, or Confidential Information, shall be settled by arbitration (the "Arbitration"). This arbitration provision is bilateral and applies equally to all parties to this Agreement.

5.2 The Agreement shall be governed by and interpreted in accordance with the laws of the State of Missouri. The Arbitration proceedings, however, will be administered by the American Arbitration Association ("AAA") in accordance with its Commercial Arbitration rules, which you can find at [www.adr.org](http://www.adr.org). To the extent the applicable AAA rules conflict with this Agreement, this Agreement shall be binding.

5.3 This binding arbitration provision means all Claims will be resolved by a neutral arbitrator rather than a judge or jury. You should be aware that normal court procedures and rules may not apply. Additionally, your right to appeal may no longer exist or may be significantly limited.

5.4 Before engaging in Arbitration, all parties shall engage in good-faith efforts to resolve any claim or controversy. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by Arbitration.

5.5 The Arbitration shall be governed by the following rules: a) The Arbitration hearings shall be held in Jackson County, Missouri; b) The dispute shall be heard and determined by a single arbitrator (the "Arbitrator") who shall be selected in accordance with the AAA's Commercial Arbitration Rules; c) Each party will bear its own cost of any legal representation, discovery or research required to complete arbitration (all AAA fees will be divided evenly); d) The Arbitrator shall make his or her award in writing within two months of the start of the Arbitration – or within such time-period as agreed to in writing by the parties hereto; and f) The decision of the Arbitrator shall be final, conclusive, and binding upon the parties hereto. A judgment of any court having jurisdiction may be entered upon the Arbitration award.

5.6 Neither we nor you will have the right to litigate any Claim subject to this binding arbitration provision in court or to have a jury trial on that Claim or to engage in pre-arbitration discovery, except as provided for in the applicable arbitration rules or by agreement of the parties. Further, you will not have the right to participate as a representative or member of any class of claimants pertaining to any Claim. Any court having jurisdiction may enter judgment on the award rendered by the arbitrator(s). The existence or results of any arbitration will be treated as confidential.

5.7 All claims or controversies pertaining to the collection of amounts due to us arising out of sales hereunder may be litigated in court rather than through arbitration.

5.8 In a dispute involving \$25,000 or less, the dispute shall be resolved by the submission of documents and no hearing shall be held. If the arbitrator determines there is good cause for a hearing, it shall occur telephonically unless the arbitrator decides otherwise.

5.9 **Delegation Provision.** An arbitrator shall have exclusive authority to resolve any dispute relating to the Agreement's enforceability including any claim that all or any part of this Agreement is void or voidable.

5.10 **Severability Clause.** In the event any portion of this Arbitration agreement is found void or invalid, the remaining section shall survive and remain binding.

## **Section 6.0: Definitions.**

- A. "Acellus System" or "System" means our proprietary Acellus Learning System, including but not limited to the Course Content and the Software. The Acellus System is most often Internet-based, but can also be used in a stand-alone environment.
- B. "Agreement" is comprised of a Quote Form, these Standard Terms, and any documents incorporated by reference into either the Quote Form or Standard Terms.
- C. "Claim" means any dispute or controversy (whether arising out of contract, tort, equity, statute, common law or otherwise; and whether preexisting, present or future) arising from or relating to this Agreement or any breach thereof.
- D. "Course Content" means all instruction, course materials, electronic data, and other information related to one or more courses and incorporated by us into the Acellus System, including but not limited to images, audio, and video.
- E. "Customer Data" means all electronic data, materials and other information you and/or your Users have entered or stored in the Acellus System, including, but not limited to data and records relating to student information, performance or use, teacher data and supplemental instructional materials.
- F. "Documentation" means technical specifications identified in this Agreement.
- G. "Hardware" means a hardware product, which is listed on the Quote Form and is intended to be used in connection with the Acellus System.
- H. "License Period" means the period of time during which you will have access to the Acellus System under this Agreement. This period will begin with your first use of the Acellus System, and (unless earlier revoked in accordance with this Agreement) will last for the duration of any Seat, Site, or Student Licenses purchased by you.
- I. "Named Student" means a specific Student identified by name and designated as the sole Student for a specific license.
- J. "Quote Form" means the Grant or Quote Form prepared and offered by us and approved by you indicating your acceptance of the terms and conditions of this Agreement.
- K. "Seat License" means a License that may be accessed during the License Period by any Student, but may only be accessed by one individual Student at a time. The License Period for a Seat License begins at the time of purchase and ends as stated in the Quote Form through which the License was purchased. (If not otherwise stated, the License Period is one year.)
- L. "Services" means the services we provide to you to assist in your implementation, or ongoing use, of the Acellus System, as applicable.
- M. "Software" means the educational software that we make available via the Acellus System.

- N. "Site License" means a License that may be accessed during the License Period by all authorized Students located in the specific physical site identified on the Quote Form. The License Period for a Site License begins at the time of purchase and ends as stated in the Quote Form through which the License was purchased. (If not otherwise stated, the License Period is one year.)
- O. "Student" means an individual who is enrolled in one or more courses in the Acellus System and for which you've purchased an adequate quantity of licenses.
- P. "Student License" means a License to one or more courses assigned to a single, Named Student. The License Period for a Student License begins when the course content is first accessed by the Named Student and ends one year later.
- Q. "Users" means individuals you authorize to use Acellus System and supply (or authorize us to supply) user identifications and passwords for. Users may include your staff, your students, and your students' parents.
- R. "We", "Us", or "Our", whether or not capitalized, refer to the International Academy of Science.
- S. "You", whether or not capitalized, refer to the customer.

Revision: IASST202101

Signed:

Organization: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



# Acellus Learning System

## Proposal Approval Form

SCHOOL

# Acellus License Quote Proposal

Contact ID: 292883 [change](#)

International Academy of Science is the Sole Source for these items. [Terms & Conditions](#)

Please look over the information provided below carefully. Please do not activate this quote form unless local funds are available to cover the amount to be paid by the school.

Date Issued: 06/14/2022  
 Proposal Number: 940245

**School:** Santa Rosa City Schools  
**District:** Santa Rosa City Schools  
**State:** CA

[Edit](#)

**Contact:** Mr. Matt Dunkle, Online Learning Coordinator  
**Phone:** 707-890-3800 x80311  
**Email:** mdunkle@srcs.k12.ca.us

QTY	DESCRIPTION	PRICE	EXTENDED PRICE
500	Acellus Student License Fee: \$150/student (Min. 100 students)	\$ 150.00	\$ 75,000.00
<b>Amount to be Paid by School:</b>			<b>\$ 75,000.00</b>

Upon acceptance of this quote your school will be given access to Acellus and an invoice will be sent.

- Click here to indicate that you have read and agree to the [Standard Purchase and License Terms](#).
- Click here to certify that you the have authority to bind the District and are signing as an authorized agent of the District.

ACCEPTED BY:

NAME:	TITLE:	EMAIL:
-------	--------	--------

PO NUMBER: <small>(Optional)</small>
--------------------------------------

Accept this Proposal

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WeVideo Inc  
1975 W El Camino Real Suite 202  
Mountain View, CA 94040  
650-600-8333  
[www.wevideo.com](http://www.wevideo.com)

May 25, 2022  
RSM: [greg@wevideo.com](mailto:greg@wevideo.com)

Steve Irving  
Santa Rosa City (CA)

WeVideo is pleased to quote the following pricing. Unit Price is rounded up.

Item	Description	Quantity	Unit Price	Total
User Licenses	WeVideo for Education Annual Subscription	16,500	\$2.17	\$35,768
Base Capacity	5GB storage + 1 monthly hour of video publishing time	16,500	N/A	Included
Digital Content	Video, image, and audio clip library	1	\$800 per school	Included
Mobile	iOS and Android app integration	16,500	\$3.99 per app	Included

**All district access pricing, cap of 16,500 users. Expiry date: 6/30/2022.**

You are presented with the following WeVideo for Education subscription rate options **(check one box)**:

- \$28,500 for 12 month access
- \$51,300 for 24 month access
- \$72,675 for 36 month access

Is a purchase order required to invoice your district? **(check one box)**:

- Yes, a purchase order is required
- No, this signed quote is sufficient to invoice us

**Quotation expires July 15, 2022**



WeVideo Inc  
1975 W El Camino Real Suite 202  
Mountain View, CA 94040  
650-600-8333  
[www.wevideo.com](http://www.wevideo.com)

To accept this offer, please complete both pages. Submit directly via fax or email to [po@wevideo.com](mailto:po@wevideo.com) or fax to 408-819-9441. You will be invoiced for the total price set forth above once the provisioning process has completed. TERMS: Net 30 days, subject to credit approval. All prices are quoted in U.S. dollars and are exclusive of all taxes and duties imposed by any governmental authority.

Upon acceptance, the entitlements described herein will be made available within 72 hours from WeVideo's receipt of this document. Learn more about our [EDU privacy policy](#). Thank you for your continued interest in WeVideo for Education.

**Account Owner:** lkastanis@srcs.k12.ca.us

**Billing Information**

Accounts Payable Contact \_\_\_\_\_

Accounts Payable Email \_\_\_\_\_

**Proposal Acceptance**

Signature \_\_\_\_\_

Date \_\_\_\_\_

Print Name \_\_\_\_\_

Print Title \_\_\_\_\_

# QUOTE-P57285

## Notable, Inc (Kami)

8605 Santa Monica Blvd, PMB 57387

West Hollywood, CA 90069-4109 U.S.

Phone: +1 (650) 395-8986 Email: [sales@kamiapp.com](mailto:sales@kamiapp.com)

**Bill To:** Santa Rosa City Schools (CA)  
211 Ridgway Avenue  
Santa Rosa, California 95401 United States

**Quote Issued Date:** 4/18/2022

**Quote Expiry Date:** 7/31/2022

**School Year:** SY 2022-2023

**Ship To:** Santa Rosa City Schools (CA)  
**Contact Person:** Linda Kastanis  
**Email:** [lkastanis@srcs.k12.ca.us](mailto:lkastanis@srcs.k12.ca.us)

**Kami Contact:** Peter Runquist  
**Email:** [peter.runquist@kamiapp.com](mailto:peter.runquist@kamiapp.com)

Item & Description	Users	Price Per User	Amount
District Plan for renewal of current license, license key 5625-8734-9013	14500	\$2	\$29,000
Includes Professional Development (PD)			
Start Date: 07/31/2022			
End Date: 07/31/2023			
Renewal for the school year 2022-2023			
Subtotal (without Sales Tax):			\$29,000
			+ Sales Tax: \$0.
<b>Total:</b>			<b>\$29,000</b>

All amounts are in USD.

Step 1: **Submit a purchase order with the link below.**

<https://kami.app/form/po-form>

Step 2: **Then receive an invoice & license from us within 2 business days.**

We accept bank transfers & major credit cards for all customers. Check is only for U.S. customers.

Bank account details, credit card payment link (incur additional 3% transaction fee) or U.S. check mailing address will be provided on your invoice.

By submitting a purchase order, you are agreeing to the Kami Terms of Service found at [kamiapp.com/terms-of-service](https://kamiapp.com/terms-of-service), the terms and conditions of which are hereby expressly incorporated herein by reference.

# Kami

Kami Limited

Notable Inc  
8605 Santa Monica Blvd, PMB 57387  
West Hollywood  
California 90069-4109  
USA

[sales@kamiapp.com](mailto:sales@kamiapp.com)

7th March 2022

To whom it may concern,

This letter has been written to confirm that **Kami** is a sole source product. Kami is an application created by Kami Limited (New Zealand). The cloud-based subscription service is exclusively developed, maintained, sold and distributed by Kami Limited and its wholly-owned subsidiary **Notable Inc** in the United States.

Kami Limited maintains all copyright privileges for their products and these products must be purchased directly from the company. There are no licensed agents or dealers authorized to represent these products in the USA. And no division of Kami has any right of sublicense to make a similar or competing product.

Kami is a cloud-based document viewer and annotation tool for browsers. We also provide an extension that can be installed to Chrome browser. Kami for Schools is a version of Kami for educators and students.

Kami Limited warrants that no other items or products are available for purchase that would serve the same purpose or function and there is only one price for the above named product because of exclusive distribution and marketing rights.

If you desire additional information, please contact me at +1 (415) 670 9593 or email [sales@kamiapp.com](mailto:sales@kamiapp.com)

Sincerely,



Bob Drummond  
Exec Chairman



ExploreLearning  
 Reflex and Frax  
 For: Brook Hill Elementary School

By: Celina Stone

Presented on: March 8, 2022  
**Proposal Expires on: July 31, 2022**

Quantity	Unit	Product	Months	Total
1	Package	One (1) included webinar training for up to 40 participants.	12	Included
1	Bundle	Bundle: Reflex + Frax Foundations; Site License	12	\$3,995.00

**Total: \$3,995.00**

Multi-year Discounts		Savings of
<b>3 YEARS = 15% OFF</b>	\$10,187.25	<b>\$1,797.75</b>
<b>2 YEARS = 10% OFF</b>	\$7,191.00	<b>\$799.00</b>

This proposal is made on behalf of ExploreLearning, LLC (FEIN 38-3942548). Resulting orders are subject to ExploreLearning's standard terms and conditions, which can be found at: ReflexMath.com and FraxMath.com. This proposal along with the terms and conditions and privacy policy represents the entire agreement of the parties. There are no other promises in any other agreement, whether oral or written.

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

**Next Steps**

Please contact Celina Stone at 866-882-4141, ext. 318 or celina.stone@explorellearning.com for more information on any aspect of this proposal (#Q-227504).

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

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

*Celina Stone*





SANTA ROSA CITY SCHOOLS
REVISED 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 North Coast School of Education (NCSOE), a division of Sonoma County Office of Education, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-0000-0-1140-2140-5800-344-5195 10%, 01-0000-0-1140-2140-5100-344-5195 90%

Funding Category: Base Supplemental Concentration
Restricted: Other:

For Billing: Bill to: Human Resources Billing frequency: NCSOE will submit statements of fees and costs

Contract is: New Renewal Addendum Amendment Revision 1.1

Number of Individuals Served: Estimated 80 Teacher Candidate and Interns

Approved by\*: [Signature] Date: 6/6/22

\* Signature - Michael C. Shepherd, Assistant Superintendent of Human Resources

Departmental Approval\*\*: [Signature] Date:

Contract Created by: Renee Jackson, HR Administrative Assistant Phone #: (707) 890-3800 x 80602
Name of SRCS employee AND dept. or school site

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

Requisition #: TBD Estimated Annual Cost: \$265,000.00

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: [Signature] Date:
Fiscal Services Authorizer

LAST REVISED ON 4-5-17



North Coast School of Education



**Memorandum of Understanding**  
**Between**  
**Sonoma County Superintendent of Schools as the Local Educational Agency**  
**For the North Coast School of Education Programs,**  
**Participating County Offices of Education,**  
**and**  
**Participating School Districts and Employing Agencies**

### A. General

This Memorandum of Understanding (MOU) is between the Sonoma County Superintendent of Schools, serving as the Local Education, Agency (LEA) for the North Coast Teacher Induction Program, “Be A Teacher” Intern Program, Intern Support & Supervision Program, Designated Subjects Program, Permit Holder Professional Development Series (collectively “Program”) and the County Offices of Education, districts, schools, employing agencies, and independent charter schools (collectively “District”) signing below. The term of this MOU commences on **July 1, 2022**, and terminates on **June 30, 2023**.

### B. Purpose

The purpose of the MOU is to establish a formal working relationship between the parties. The Program will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Teacher Induction Credential Programs: General Education Clear and Education Specialist Clear Credential Program, Designated Subjects Credential Programs: Career Technical Education (CTE), Adult Education (AE), and the university-based Intern Program and “Be A Teacher” Intern Program. Throughout this document, new teachers from all of the credential areas are referred to as “Candidates” and experienced teachers are referred to as “Mentors.”

### C. Eligibility

Eligible “Candidates” are those hired within the following credential and program categories;

- **Permit Holder Professional Development Series:** Candidates who have obtained a Provisional Intern Permit (PIP) or Short-Term Staff Permit (STSP).
- **Intern Program:** Candidates who have obtained an Intern Credential from an accredited partner university or “Be A Teacher” Intern Program.
- **Preliminary Credential Program:** Designated Subjects (CTE) and (AE) Candidates who meet the industry experience and pre-requisite CCTC requirements.
- **Clear Credential Program:** Candidates holding preliminary Multiple Subject, Single Subject, or Education Specialist Credential, Out of State and Out of Country trained teachers, and Designated Subjects (CTE) and (AE) Candidates.

### D. LEA Responsibilities

1. Employ an NCSOE Superintendent whose primary duty is to administer the Program and employ support staff whose primary duty is to support the administration of the Program.
2. Provide sufficient and appropriate workspace for the NCSOE Superintendent, Regional Director, Program support staff, Program Coordinators, Curriculum Specialist, Registrar and Credential Advisors.
3. Provide office support services for the Consortium, including, but not limited to, mail service, phone, fax, Internet services, technology support, and meeting space for Program activities.
4. Provide business and legal services required for Program implementation for the region.
5. Develop and establish procedures for Program evaluation through the California Commission on Teacher Credentialing (CCTC) Accreditation Cycle. Submit Preconditions, Common Standards, Program Review state reports, and required fees in a timely manner.
6. Provide a process for equitable distribution of mentoring, support, formative assessment, and credential services to

Candidates and Mentors in all participating Districts and COEs within the region.

7. Convene Program Regional Advisory Board meetings a minimum of two times per year, District Coordinators' meetings two times per year, and Regional Leadership Team meetings a minimum of five times per year.
8. Develop and provide personalized, professional learning for Candidates and their Mentors to be held in multiple locations within the geographical region served by the parties.
9. Assume overall fiscal responsibility for the administration of the program budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or CDE in relation to the Program.
10. Establish a Budget Agreement and reporting requirements for the transfer of funds to Districts. The amount of funds distributed shall be based on the *actual* number of eligible Candidates and Mentors who enrolled in each calendar year and who have completed program requirements (i.e., Mentor stipends may be adjusted due to lack of completion).

#### **E. County Offices of Education/Lead Districts**

1. Appoint a liaison to serve on the Program Regional Advisory Board. The liaison should be a designee authorized by the County Superintendent of Schools, the Dean of Education, and/or the District Superintendent to fulfill the roles and responsibilities assigned to him or her. The liaison supports the Program by providing ongoing updates, communication, feedback for future planning and information to county office personnel, university staff, and district superintendents. The liaison also receives program updates to share out with their colleagues.
2. Assign one or more credential analyst(s) to work directly with Program staff to assist in identifying Candidates who are eligible for Program services as described by state guidelines and to assist school district staff in identifying eligible Candidates.
3. Provide meeting and conference rooms at no charge to the Program.
4. Provide the County Program Coordinator with office and/or storage space, computer and fax access, telephone services, and limited mailing, photocopying and office supplies as needed.
5. Provide for those Candidates enrolled in the Teacher Induction Program, provide collaborative employer input in the Candidates' development of an *Individual Learning Plan (ILP)* within the first 60-days of hire and in program evaluation including administrative mid-year survey, end-of-year surveys, and CCTC Accreditation. Employer understand that the ILP is used to guide professional development and not for the purpose of teacher evaluation or employment decisions.

#### **F. District Responsibilities**

1. Appoint a District Coordinator whose assignment includes dedicated time to fulfill the District Coordinator Roles and Responsibilities.
2. Identify all Candidates (Permit Holder, Intern, Induction, Designated Subjects) upon hire who are eligible for Program services as described by state guidelines.
3. Communicate to all site administrators the need to support program participants through program work and employer input in the Candidates' development of an Individual Learning Plan (ILP) within the first 60-days of hire, through collaborative goal-setting meetings at the start of each inquiry, and through a midyear check-in meeting. Employer might include release time (at the expense of the district) to support participants in required observations (one per semester) and/or observations of colleagues. Employer understands that the ILP is used to guide professional development and not for the purpose of teacher evaluation or employment decisions.
4. Provide Candidates release time for observations and one-to-one consultations with the Mentor as described in the District Roles and Responsibilities.
5. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites, and multiple adjunct duties.
6. Provide newly-hired teachers with a District Orientation.
7. Ensure that Interns do not displace certificated employees and are evaluated on an annual basis.
8. Ensure that all Interns receive protected time for employer-provided support in weekly course planning, coaching within the classroom, problem-solving regarding students, curriculum and teaching. A District shall give special supervision and assistance to each Intern above and beyond that given to other newly employed certificated and newly

employed school personnel. A District shall seek the assistance of the college, university or “Be A Teacher” Intern Program in coordinating the program for the Intern. (*Education Code 44465*)

9. For Interns who have not yet completed the EL preparation, the district must assign the on-site Mentor or other designated individual, within the first 10 days of serving as a teacher of record on the Intern credential.
10. Intern Teachers hired within the participating district should be at sites that demonstrate a placement of students with disabilities in the Least Restrictive Environment, provide support for dual language learners with disabilities, and offer the opportunity for Intern Teachers to interact with different age groups in both general and special education settings reflecting the continuum of placement options. (CTC SPED Program Standard 3C.2)
11. Intern Teachers hired within the participating district should be at sites that reflect to the extent possible socioeconomic, linguistic and cultural diversity, and permit video capture for the Intern Teacher’s reflection. (CTC SPED Program Standard 3C.3)
12. Intern Teachers hired within the participating district should be at sites that allow the Intern Teacher to acquire at least 200 hours of early field experiences that included guided observations and initial teaching (e.g., co-planning, and co-teaching, or guided teaching) in the general education and special education settings. (CTC SPED Program standard 3A.12)
13. Intern Teachers hired within the participating district should be at sites that demonstrate a commitment to developmentally and culturally appropriate practices as well as collaborative relationships with families. (CTC SPED Program Standard 3C.1)
14. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission’s identified criteria of a valid corresponding Clear or Life Credential, three (3) years successful teaching experience, and English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level and subject matter, and their credential. NCSOE can, upon request, provide a Virtual Mentor for those districts unable to find suitable matches for current program participants. An Addendum to this MOU will be provided, upon request.
15. Utilize defined selection criteria to identify high-quality, experienced teachers to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal and communication skills and:
  - Display best practices in providing “just in time” (as needed) and longer-term analysis of teaching practice to help Candidates develop enduring professional skills.
  - Are committed to attend coaching/Mentor trainings, meetings and to meet weekly with Candidates;
  - Display willingness to work collaboratively with colleagues and regional NCSOE staff;
  - Embrace a positive attitude and disposition towards students and teaching;
  - Develop a sustained and thoughtful collegial relationship with Candidates;
  - Demonstrate leadership skills, curriculum expertise, and knowledge of district resources;
  - Serve as a role model for the teaching profession.
16. Provide Mentors compensated time to participate in the Program Mentor training on observation protocol, learning-focused conversations, “just-in-time” coaching and one-to-one consultations with Candidates(s) as described in the District Roles and Responsibilities.
17. Facilitate the distribution of Program funds to Mentors and District Coordinators for compensation.
18. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.

## **G. Districts Fiscal Responsibilities and Terms**

1. Credential Services are provided on a Fee-for-Service basis. In 2022/2023, the Fee will be \$3,500.00 per clear credential Candidate, Intern and Permit Holder registered in the Program. Refer to the current Fee-for-Service schedule for additional credentialing services provided (Designated Subjects Existing Credential Holder and Level II). Districts will be invoiced for each individual request for credential services. It is expected that invoices be paid promptly upon receipt or as agreed upon by both parties.
2. Funds will be credited to districts to offset the costs of the Mentor stipends at the rate of \$1,250 per eligible Clear Credential Candidate (includes Multiple Subject, Single Subject, Education Specialist, or Designated Subjects - CTE and AE) enrolled in the Program. Districts will receive \$1,250 per eligible Intern teacher and Permit Holder. (Mentor stipends are pro-rated when partial services are rendered.) Should the district contract with NCSOE for Virtual Mentor Services, the Mentor stipends will be processed according to the Addendum agreement.
3. Funds will be retained by SCOE/NCSOE to offset the cost of the Mentor stipend at the rate of \$1,250.00 per Candidate

where a Virtual Mentor has been assigned. Should the employing agency pay a higher rate for Mentor support, NCSOE will invoice the additional amount to the employing agency and pay the Virtual Mentor the agreed upon stipend. NCSOE will retain the allocated \$100 per participant funding from the District Coordinator stipend to offset hiring and training fees of each Virtual Mentor from employing agencies using these Virtual Mentor Services.

4. Funds will also be credited to districts to offset the costs of the District Coordinator's stipend, prorated, depending on the total number of new teachers as identified through the Program/District Roster and depending upon the number of Virtual Mentors employed, if this service is used by the district (see #2 above). District Coordinator compensation is at a rate of \$100.00 per Candidate, except as outlined above in #2 if Virtual Mentor services are used.
5. The District is responsible to facilitate the distribution of Funds to Mentors and District Coordinators for compensation, except as outlined above in #2 when Virtual Mentor services are used.

## **H. Other Terms and Conditions**

All products and materials developed by the Program are the exclusive property of the LEA. District and COE employees, staff, and subcontractors shall not have the right to disseminate, market, or otherwise use the products or materials without the expressed written permission of the LEA designee.

As between the Parties hereto, it is understood and agreed that:

1. **Candidates Employment Status:**  
Candidates are and shall remain District employees for any and all purposes throughout the term of this Agreement. Candidates shall not be considered an employee, agent, representative, nor independent contractor of LEA for any purpose whatsoever.
2. **Indemnification:**  
District shall assume full responsibility for its employees. District agrees to hold and save LEA harmless from and against any claim, demand, action or cause of action that may be asserted by any District Program participant arising out of injury or death suffered by any District employee Program participants, including, but not limited to, third party actions for injury or death otherwise covered under applicable workers' compensation laws and regardless of the sole or concurring negligence of LEA.
3. **Maintenance of Records:**  
District agrees to keep and maintain adequate and current written records in accordance with Program requirements during the term of this Agreement. The records will be in any format that may be specified by the State of California. The records will be available to LEA at all times.
4. **Assignment:**  
This Agreement shall not be assigned by District. Any such assignment shall be null and void.
5. **Severability:**  
The provisions of this Agreement are divisible; if any such provisions shall be deemed invalid or unenforceable, that provision shall be deemed limited to the extent necessary to render it valid and enforceable and the remaining provisions of this Agreement shall continue in full force and effect without being impaired or invalidated in any way.
6. **Waiver:**  
No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right. No waiver of any provision of this Agreement, or consent to any departure by either party from any provision shall be effective in any event unless it is in writing, designated a waiver and signed by the party waiving the breach. Such a waiver shall be effective only in the specific instance and for the purpose of which it is given.
7. **Constructions and Governing Law:**  
The captions used in connection with this agreement are for reference purposes only and shall not be construed as part of this Agreement. This agreement shall be governed by and construed in accordance with the laws of the State of California.
8. **Entire Agreement:**  
This Agreement supersedes all prior agreements, understandings, and communications between LEA and District, whether written or oral, express or implied, relating to the subject matter of this agreement and is intended as a complete and final expression of the terms of the agreement between LEA and District and shall not be changed or subject to change orally. The parties further agree and acknowledge that neither they nor anyone on their behalf made any inducements, agreements, promises, or representations other than those set forth in this Agreement.
9. **Third Parties:**

Except as otherwise explicitly provided herein, nothing in this agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this agreement on any other persons other than the Parties and their respective successors and assigns, nor is anything in this agreement intended to relieve or discharge the obligation or liability of any third persons to any Party, nor shall any provision give any third parties any right of subrogation or action over or against any of the Parties hereto. This Agreement is not intended to and does not create any third-party beneficiary rights whatsoever.

10. Relationship of the Parties:

No joint venture, partnership, agency or employment relationship is created by this agreement. No Party shall act as an agent or partner of any other Party or make any commitments for or create any obligations of any other Party except as provided herein without such other Party's prior written consent.

11. Compliance with the Family Educational Rights and Privacy Act ("FERPA"):

In addition to the foregoing obligations, if District provides SCOE/NCSOE with any legally confidential information including but not limited to confidential personnel information or "personally identifiable information" from student education records as defined by the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, and the implementing regulations in Title 34, Part 99 of the Code of Federal Regulations ("FERPA"), HOST AGENCY hereby certifies that collection of this information from District is necessary for the performance of the SCOE/NCSOE'S duties and responsibilities on behalf of District under this Agreement. SCOE/NCSOE further agrees to handle information protected by FERPA in the same manner it would protect the confidentiality of patient records and/or the personally identifiable information of its employees.

The Parties will not discriminate against any employee, applicant or student enrolled in their respective programs because of age, creed, gender identity, national origin, race, sex, sexual orientation or any other basis protected by law.

12. Survival:

The provisions of this Agreement shall survive the expiration of the Term and the termination of this Agreement. Amendments and Extensions to this MOU may be made only by written agreement signed by all parties.

**Authorized Signatures:**

Authorized signatures below indicate understanding and acceptance of the terms of this Memorandum of Understanding.

**Sonoma County Superintendent of Schools as LEA**

  
Signature

Dr. Steven Herrington / Superintendent  
Printed Name/Title

3-22-22  
Date

**North Coast School of Education**

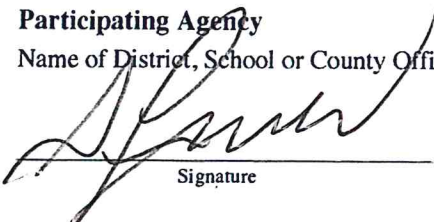
  
Signature

Jason A. Lea, Ed.D. / NCSOE Superintendent  
Printed Name/Title

3-29-22  
Date

**Participating Agency**

Name of District, School or County Office of Education: Santa Rosa City Schools

  
Signature

Anna Trunnell, SRCS Superintendent  
Printed Name/Title

6/6/22  
Date



**AMENDMENT TO EXCLUSIVE LISTING AGREEMENT (1)**  
**CBRE, Inc.**  
 BROKERAGE AND MANAGEMENT  
 LICENSED REAL ESTATE BROKERS

**June 7, 2022**

This is an Amendment to the Exclusive Sale Listing Agreement ("Listing") dated **December 8, 2021**, between Santa Rosa Elementary School District, a municipal corporation ("Owner") and CBRE, Inc. ("Broker") for the real property described as **3700 Fir Ridge Drive in Santa Rosa, CA 95403 ("Property")**. Any reference to CB Richard Ellis, Inc in the original listing document now applies to CBRE, Inc.

Owner and Broker hereby agree to amend the CBRE internal Project Number **448274** as follows:

- 1) Said listing shall be amended to expire **November 15, 2022**.


Except as expressly set forth in this Amendment, the Listing shall remain in full force and effect.

CBRE, Inc.  
 Lic. 00409987

Date: **Jun 13, 2022**

Santa Rosa Elementary School District

By:   
 Chris Campbell, Lic. 01204114

By:   
 Rick Edson

Title: Executive Vice President

Title: Deputy Superintendent

Address: 500 Capitol Mall, Ste 2400

Address: 211 Ridgway Ave

Sacramento, CA 95814

Santa Rosa, CA 95401

Telephone: 916.446.8760 / fax: 916.446.8750

Telephone: 707-890-3800 x80201

**CONSULT YOUR ADVISORS** - This document (including its exhibits and addenda, if any) has been prepared for review and approval by your attorney. Broker makes no representation or recommendation as to the legal sufficiency or tax consequences of this document or the transaction to which it relates. Consult your attorney and tax accountant.

Reviewed by Broker or Designee \_\_\_\_\_ Date \_\_\_\_\_



## **STUDENT INTERNSHIP AGREEMENT 2022-2023**

This Agreement, effective August 15, 2022, is made and entered into by and between Santa Rosa City Schools District (“District”) and the Pacific Union College (“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, the Pacific Union College (“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 two hundred dollars (\$200) 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.

#### **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 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.

Pacific Union College	Santa Rosa City Schools District
ATTN: Brandon Parker	ATTN: Anna Trunnell
VP Financial Administration	Superintendent
1 Angwin Avenue, Angwin, CA 94508	211 Ridgway Ave, Santa Rosa, CA 95401
Office (707) 965-6699	Office (707) 890-3800 x80201

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:**

Pacific Union College

SANTA ROSA CITY SCHOOLS  
DISTRICT

By:  \_\_\_\_\_

By: \_\_\_\_\_

Brandon Parker  
VICE-PRESIDENT  
FINACIAL ADMINISTRATION

Anna Trunnell  
SUPERINTENDENT

Date: 6/6/2022

Date: \_\_\_\_\_



## **Student Placement Agreement between California State University, Chico and**

This agreement (“Agreement”) is between the Trustees of the California State University on behalf of California State University, Chico (“University”) and (Organization”). In consideration of the mutual promises set forth below, the University and Organization (“Parties”) agree as follows:

### **I. Organization’s Responsibilities**

- A. Identify the student’s supervisor. The supervisor agrees to meet with the student regularly to facilitate the student’s learning experience, provide support, review progress on assigned tasks, verify service hours, and give feedback.
- B. Provide an orientation that includes a site tour; an introduction to staff; a description of the characteristics of and risks associated with the Organization’s operations, services and/or clients; a discussion concerning safety policies and emergency procedures; patient confidentiality and HIPAA privacy and security (if applicable); and information detailing where students check in and how they log their time.
- C. Provide the student with a written description of the student’s tasks and responsibilities.
- D. Provide appropriate training, personal protective equipment, materials and work area for students prior to students performing assigned tasks or working with the Organization’s clients. Appropriate training shall include, but not be limited to, pandemic training as it relates to the student’s learning activities.
- E. Inform the student of the need for a background check, fingerprinting and/or a tuberculosis test (if applicable); obtain the student’s fingerprints, background check and/or tuberculosis test (if applicable); and maintain the confidentiality of any results as required by federal and state law.
- F. Evaluate the student if requested by the University and contact the University if the student fails to perform assigned tasks or engages in misconduct.
- G. Notify the University as soon as is reasonably possible of any injury to or illness of a student participating in a learning activity at the Organization.

### **II. University’s Responsibilities**

- A. The University will advise the student(s) of their responsibility to:
  1. Participate in all training required by the Organization.
  2. Exhibit professional, ethical and appropriate behavior when at the Organization.
  3. Complete all assigned tasks and responsibilities in a timely and efficient manner.

4. Abide by the Organization's rules and standards of conduct.
  5. Maintain the confidentiality of the Organization's proprietary information, records and information concerning its clients.
- B. Create a Learning Plan guiding faculty, student and site supervisor expectations of activities, performance of duties including hours of work required, evaluation of the student and expected learning outcomes.
  - C. The University will advise the student that neither the University nor the Organization assumes any financial responsibility in the event he/she is injured or becomes ill as a result of his/her participation in a learning activity at the Organization.
  - D. Provide the student with general and professional liability insurance in the amount of \$1,000,000 per occurrence, \$2,000,000 general aggregate. This insurance only applies if both parties have signed this Agreement.
  - E. University shall direct Students and University Personnel to respect the confidential nature of the health or personnel information relating to the Organization. University shall ensure that all Students and University Personnel working within the Organization and having access to Protected Health Information will receive training on the Health Insurance Portability and Accountability Act of 1996, appropriate to their job function. University shall retain documentation of student training for at least six years. Organization shall adopt and enforce policies and procedures necessary to protect the confidentiality of Student records.

### **III. General Provisions**

- A. This Agreement will become effective as of the date last written below and continue for a period of 5 years unless terminated by either party after giving the other party 30 days written notice of the intent to terminate. If the Organization terminates this Agreement, it will permit any student working at the Organization at the time of termination to complete his/her work. At the 5-year termination date, the agreement can be renewed once it has been reviewed, updated as applicable and executed by the appropriate parties.
- B. The Organization and the University agree to indemnify, defend and hold harmless each other from any and all liability for any personal injury, damages, wrongful death or other losses and costs, including but not limited to reasonable attorney fees and defense costs, arising out of the negligence or willful misconduct of their respective officers, employees, agents or volunteers in the performance of this Agreement. This paragraph will survive expiration or termination of this Agreement.
- C. Each party agrees to maintain general liability coverage through an insurance policy or programs of self-insurance of at least \$1,000,000 per occurrence, \$2,000,000 aggregate. Insurance policies procured to meet the aforementioned coverage requirement must be placed with insurers with a current A.M. Best rating of at least A: VII. Evidence of coverage shall be provided upon request.

The Organization becomes an additional insured to the University student general and professional liability insurance (SAFECLIP/SPLIP) policies upon full execution of this Agreement.

- D. The Organization and the University will meet upon request or as necessary to resolve any potential conflicts and to facilitate a mutually beneficial experience for all involved.
- E. The Organization may dismiss a student if the student violates its standards, mission or goals. The Organization will document its rationale for terminating a student and provide the University with a copy of the rationale upon request.
- F. Students participating in a learning activity at the Organization are not officers, employees, agents or volunteers of the University. Students participating in a learning activity at the Organization are not officers, employees, agents or volunteers of the Organization, unless they are paid by the Organization in which case the Student(s) become employees of the Organization.
- G. Nothing contained in this Agreement confers on either party the right to use the other party’s name without prior written permission, or constitutes an endorsement of any commercial product or service by the University.
- H. This Agreement may not be altered unless both parties agree in writing. The parties agree to follow all applicable federal, state, and local laws and regulations, including but not limited to laws prohibiting discrimination and harassment.
- I. Any notices required by this Agreement will be deemed to have been duly given if communicated to the following individuals:

<b>California State University, Chico</b>	
Lupita Arim-Law	Name:
Buyer II/ Contract Specialist	Title:
Procurement and Contract Services	
400 West First St.	Address:
Chico, CA 95929-0244	
(530) 898-5383	Phone:
<a href="mailto:garim-law@csuchico.edu">garim-law@csuchico.edu</a>	Email:

- J. Organization is aware of and informed about the hazards currently known to be associated with the novel coronavirus referred to as “COVID-19.” Organization is familiar with and informed about the Centers for Disease Control and Prevention (CDC) current guidelines regarding COVID-19 as well as applicable federal, state and local government directives regarding COVID-19.

Organization to the best of its knowledge and belief, is in compliance with those current CDC guidelines and applicable governmental directives. If the current CDC guidelines or applicable government directives are modified, changed, or updated, Organization will take steps to comply with the modified, changed, or updated guidelines or directives. If at any time Organization becomes aware that it is not in compliance with CDC guidelines or an applicable governmental directive, it will notify University of that fact.

IN WITNESS WHEREOF, this Agreement has been executed by the parties as of the date last written below.

**California State University, Chico**

\_\_\_\_\_  
Lupita Arim-Law, Buyer II/Contract Specialist  
Procurement and Contract Services

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Authorized Signer:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

**\$14,000ADDENDUM TO CONTRACT**

Between

NWEA

And

Santa Rosa City Schools

\*\*\*\*\*

This addendum to the original contract with NWEA approved on May 25, 2022 is to provide professional development training on the MAP Growth Assessment platform to Santa Rosa City Schools.

The contract, under Item 3. 36,000 is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed \$54,000\_dollars. This is an increase of \$14,400.

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

\_\_\_\_\_.

Contractor's Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

SANTA ROSA CITY SCHOOL DISTRICT  
(DISTRICT)

By: \_\_\_\_\_

Rick Edson  
Deputy Superintendent

Date: \_\_\_\_\_



5340 Skylane Boulevard  
Santa Rosa, CA 95403-8246  
(707) 524-2600 | scoe.org

**Santa Rosa City Schools  
and Sonoma County Office of Education  
Behavioral Health Department**

This Memorandum of Understanding (MOU) is entered into August 1, 2022 by and between the Santa Rosa City Schools District (hereinafter DISTRICT) and Sonoma County Office of Education (hereinafter SCOE). It is expressly understood and agreed by both parties as follows:

**Santa Rosa Cities School District will:**

- Members of the DISTRICT Mental Health, Counseling, and our Secondary Site Administrators will form a team.
- This team will attend 6 sessions (1x month Sept.2022-Feb. 2023) to meet, collaborate, discuss how we can improve how students are served with the use of consistent trauma-informed, anti-racist, and culturally humble response to mental health crises in schools
- DISTRICT will co-create an action plan to improve mental health crisis prevention, response, and or post-vention and implement it on all sites for the 2023-34 school year.
- A max of 12 voluntary paraprofessionals will complete 20 hours of optional-paid training on August 1,2,3 and 10th. These will be a hybrid of virtual and in-person.
- A max of 12 paraprofessionals will attend up to 20 hours of optional-paid support sessions.
- DISTRICT will help collect, administer, and or share data to support quarterly reports to grantors.

**Sonoma County Office of Education will:**

- SCOE, in collaboration with the Center for Well Being (NCCWB), will provide a max of 8 voluntary Community Liaisons 20 hours of optional-paid training on August 1,2,3 and 10th. These will be a hybrid of virtual and in-person.
- Completion of this training will certify staff as Community Health Workers (CHW) through the NCCWB.
- SCOE, in collaboration with the Center for Well Being (NCCWB), will provide optional-paid monthly support sessions at a minimum of 1-hour and a maximum of 2-hours from September 2022-May 2023.
- SCOE will facilitate 6 interactive workshops for the mental health and school discipline teams at participating schools.

\*“optional-paid” as defined as the participating party must voluntarily opt-in and commit to participating to the fullest degree possible and will be compensated for the time in which they participate.

\*\*Certification is dependent on completing the 20-hour commitment on dates Aug. 1, 2, 3, and 10. Support sessions are mandatory for all participants but not a requirement of the certification.



5340 Skylane Boulevard  
Santa Rosa, CA 95403-8246  
(707) 524-2600 | scoe.org

**Terms:** The effective date of this agreement is August 1, 2022 through May 31, 2023

**Cancellations:** This agreement may be terminated by either party with thirty (30) days written notice of the other party.

**Amendments:** The terms of this agreement shall not be amended in any manner except by written agreement signed by both parties.

**Indemnification:** Either of the Parties to this Agreement will defend, indemnify and hold harmless (the "Indemnifying Party") the other party and its officers, directors, shareholders and employees (the "Indemnified Party") from and against any third party claim, demand, suit, or other action alleging injury, loss, expense (including, but not limited to, reasonable attorney's fees) or damage of whatever nature and description arising directly and proximately out of the Indemnifying Party's negligence or willful misconduct or breach of a material provision of this Agreement, provided the Indemnifying Party is promptly notified, given assistance as reasonably requested, and permitted to direct the defense.

**Force Majeure:** In the event that any cause beyond the reasonable control of either party make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either party to perform its obligations under this Agreement, the affected party's performance will be extended without liability for the period of delay or inability to perform due to such occurrence.

**Entire Agreement:** This Agreement is the entire agreement of the Parties and supersedes any prior written or oral agreements. This Agreement will be subject to modification through amendment at any time upon the mutual assent of the Parties. Any such amendment will be in writing, will identify the provisions of this Agreement that are to be amended, will specify a date in effect, and will be signed by authorized representatives of the Parties. This Agreement is a negotiated document deemed to have been drafted jointly by the Parties, and no rule of construction or interpretation will apply against either of the Parties based on a contention that the Agreement was drafted.

**Governing Law:** This Agreement and all of its amendments entered into after the date of this Agreement, no matter their place of negotiation, execution, or performance, will be governed by the laws, notwithstanding its choice of law principles, then in effect in the State of California. If one party asserts an action relating to or arising out of this Agreement or the breach thereof, that party will commence the action in the principal place of residence or business of the other party to this Agreement.



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Santa Rosa, CA 95403-8246  
(707) 524-2600 | scoe.org

**Independent Contractor:** This Agreement will not be construed to establish an employee-employer relationship by or between the Parties. We are not an agent of you, and, other than set forth in this Agreement, are not affiliated with you in any way. We retain the right to perform a similar Scope of Work for other clients at any time.

**Severability Waiver:** If any provision of this Agreement is held invalid by any law, rule order or regulation of any government, or by the final determination of any state or federal court of valid jurisdiction, such invalidity will not affect the enforceability of any other provisions not held to be invalid. No waiver by either of the Parties of any of its rights under this Agreement will be deemed to be a waiver of any future right under this Agreement.

**Insurance Limits:** Each party, at its sole expense, shall at all times maintain insurance or self-insure for commercial general liability using an occurrence policy for against personal injury and property damage that may arise from or in connection with their performance of this agreement in the amount not less than one million dollars (\$1,000,000) for any one person injured or killed, two million dollars (\$2,000,000) for injury or death of more than one person, or one million dollars (\$1,000,000) for property damage per occurrence.





**SANTA ROSA CITY SCHOOLS  
SERVICE CONTRACT**

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

**SCHOOL SITE/DEPARTMENT USE ONLY**

**Check one of the following:**

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: ESSER III Funds

**For Billing (if applicable):**     Bill to: \_\_\_\_\_    Billing frequency: \_\_\_\_\_

**Contract is:**     New     Renewal     Addendum     Amendment

**Number of Individuals Served:** District-wide as needed

**Approved at Site by\*:** \_\_\_\_\_    Date: \_\_\_\_\_

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

**Departmental Approval\*\*:** \_\_\_\_\_    Date: \_\_\_\_\_

\*\* Signature - **DISTRICT OFFICE DEPT. SIGNATURE**

**Contract Created by:** Jon Jones, SRCS COVID Coordinator    **Phone #:** x80329  
Name of SRCS employee AND dept. or school site

**Proposed Contract Start Date:** July 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:** \_\_\_\_\_

1. Services.

(a) DISTRICT's Responsibilities and Duties:

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

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

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

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

(b) CONTRACTOR's Responsibilities and Duties:

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

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on July 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 Four Hundred and Fifty Thousand Dollars Dollars (\$450,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

The proposed bill rate of \$48/hr. for Personnel, and \$54/hr. for designated team lead role will help with ensuring that we can hire quickly and retain personnel to match the requested number of staff by an estimated 7/1/22 start date by giving us flexibility to offer more competitive pay packages to potential candidates and help with attracting interest in the role.

If increased and sustained COVID activity warrants Personnel to work during federal or local holidays, Personnel are to be compensated “time and a half” holiday pay at a proposed bill rate of \$72/hr. for Personnel, and \$81/hr. for Team Lead.

Additionally, Personnel are to be compensated the federal standard mileage rate for business travel (billable through CONTRACTOR) when using personal transportation to/from designated work site to/from scheduled materials pickup/drop-off locations.

Contract in totality not to exceed the amount of \$450,000.

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?):

Santa Rosa City Schools Staff, Students, and Families (as well as general public where appropriate) will be provided timely and accessible means of safe and efficient COVID-19 testing, to include courteous service, professional clinical facilitation and confidential management of personal information pertaining to COVID testing data.

SRCS Employees enrolled in mandated testing will have designated material provisions delivered, retrieved, and processed in as non-disruptive a manner as possible to ensure Employee COVID compliance.

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 model.

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

Provides safe and inviting facilities with current technology.

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

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

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

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

10. Indemnification:

- (a) CONTRACTOR shall indemnify, defend with counsel acceptable to DISTRICT, and hold harmless to the full extent permitted by law, DISTRICT and its Board of Trustees, officers, agents, employees and volunteers from and against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") arising out of or in connection with CONTRACTOR'S negligent performance, errors or omissions of CONTRACTOR'S employees, agents and/or subcontractors for services under this CONTRACT, except for 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) DISTRICT shall indemnify and hold harmless to the full extent permitted by law, CONTRACTOR, its employees, agents, and subcontractors against any and all liability, loss, damage, claims, expenses and costs (including, without limitation, attorney fees and costs and fees of litigation) (collectively, "Liability") arising out of or in connection with DISTRICT'S negligent performance, errors or omissions of DISTRICT'S employees, agents and/or subcontractors for services under this CONTRACT, except for such Liability caused by the active negligence, sole negligence or willful misconduct of the CONTRACTOR.

- (c) 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.

(d) 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.

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

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

**DISTRICT:**

Santa Rosa City Schools  
211 Ridgway Ave  
Santa Rosa, CA 95401  
707-890-3800

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

**CONTRACTOR:**

Name: Maxim Healthcare Staffing Service, Inc.  
Attention: Contracts Department  
Street: 7227 Lee DeForest Drive  
City/State/Zip: Columbia, MD 21046  
Phone: 410-910-150

Email: Contracts@maxhealth.com

**COPY TO:**

Maxim Healthcare Staffing Services, Inc.  
2100 Powell Street, Suite 620  
Emeryville, CA 94608  
ATTN: Richard Rodriguez  
510-982-3817  
rrodri@maxhealth.com

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS \_\_\_\_ DAY OF \_\_\_\_\_, 202\_\_.

**DISTRICT**

**AUTHORIZED SIGNER *or* CONTRACTOR**

Signature: \_\_\_\_\_

Signature: F. Ugokwe

\_\_\_\_\_

Print Name: Florence Ugokwe

\_\_\_\_\_

Title: Assistant Controller

[mmartin@srcs.k12.ca.us](mailto:mmartin@srcs.k12.ca.us)

Email: flugokwe@maximstaffing.com

707-890-3800 x80201

Phone: 410-910-9238