

COUNSELING FIELD EXPERIENCE AGREEMENT
Santa Rosa City Schools District and Sonoma State University

This Agreement, effective July 1, 2023, is made and entered into by and between Santa Rosa City Schools (District) and Sonoma State 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 school counseling and practicum 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.

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 credential.
- 2.2 “Field Experience Supervisor” shall refer to an employee of the District holding a valid Pupil Personnel Services or other credential issued by the Commission or equivalent certification recognized by the District who has three or more years of experience as a school counselor.
- 2.3 “Field Experience” shall refer to the participation by a Student in the duties and functions of a school counselor under the direct supervision and instruction of one or more Field Experience Supervisors.
- 2.4 “Field Experience Assignment” shall consist of between 200 and 600 hours of Field Experience, depending upon the specific program requirements of the Student’s program.

ARTICLE 3: TERMS AND CONDITIONS

- 3.1 The District shall provide Students with Field Experience in schools and classes of the District under the direct supervision and instruction of a Supervising Field Experience Supervisor.
- 3.2 Before a Student is assigned to the District for placement in a Field Experience Assignment the 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 Sonoma State University will follow District protocol for the placement of Field Experience students and will make initial contact at the district level to coordinate the placement of Field Experience students with the Assistant Superintendent, Curriculum and Instruction (K-6) or the Assistant Superintendent, Curriculum and Instruction (7-12).
- 3.4 District Right of Refusal. The District may refuse to accept, or may terminate, any student assigned to the District for Field Experience. Upon written notification by the District, the University shall promptly terminate the Student's assignment to the District.
- 3.5 University Right of Refusal. The University may terminate any student assigned to the District for Field Experience.
- 3.6 Fingerprint Clause. The University shall provide a Certificate of Clearance from the Commission to the District for each Student prior to commencement of the Field Experience assignment.

The District shall provide additional fingerprinting for each Student at Santa Rosa City Schools at no cost to the University.

- 3.7 Tuberculosis Test. The District requires a negative TB test be on file at the District office for each student. Expense for the TB Test shall be at no cost to the District.
- 3.8 COVID-19. 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.

ARTICLE 4: GENERAL PROVISIONS

- 4.1 Term. This Agreement shall commence upon effective date, and shall continue in full force for one (1) year. Either party may terminate this Agreement, without cause, upon thirty (30) days' notice to the other party. Provided, however, all Students receiving Field Experience assignments from the District as of the date of a termination notice or expiration of this Agreement shall be permitted to complete their Field Experience.

4.2 Indemnification.

- A. The District will save harmless and indemnify the University against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of injury to or death of persons or loss of or damage to property that is the proximate result of negligent act or omission of District and/or its officers, agents and/or employees in connection with its and their performance of the terms of this Agreement.
- B. The University will save harmless and indemnify the District against all claims, demands, suits, judgments, expense and costs of any and every kind, insofar as it may legally do so and subject to the availability of funds, on account of injury to or death of persons or loss of or damage to property that is the proximate result of negligent act or omission of University and/or its officers and/or its agents and/or employees in connection with its and their performance of the terms of this Agreement.

4.3 Insurance. The parties shall maintain insurance in full force and effect, at their own expense and written by carriers acceptable to the other, or a comparable program of insurance as follows:

- A. Commercial General Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$6,000,000 in the aggregate.
- B. Professional Liability Insurance in the amount of at least \$1,000,000 per occurrence and \$6,000,000 in the aggregate.
- C. Employers Liability Insurance in the amount of \$2,000,000 per occurrence and \$6,000,000 in the aggregate.
- D. University provides (SAFECLIP) Student Academic Field Experience for Credit Liability Insurance Program for student. SAFECLIP provides general and professional liability coverage for students enrolled in service-learning course sections for which they receive academic credit.

If requested, evidence of such insurance coverage shall be provided to the other party upon execution of this Agreement.

4.4 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 the venue of the California County in which the District is located,

4.5 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.

4.6 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.

- 4.7 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 authorized individuals.
- 4.8 Notices. All contract notices, demands given under this Agreement shall be in writing and sent to the authorized individuals named at the bottom of this Agreement. Notices 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.

Program Related Communications Contacts:

Adam Zagelbaum, Coordinator, School Counseling Program
 Sonoma State University, School of Social Sciences, Counseling Department
 P: 707.664.2266 F: 707.664.2038
 E: Adam.zagelbaum@sonoma.edu

Cindy Deuel, Administrative Secretary
 Santa Rosa City Schools
 Educational Services
 P: 707-890-3800 x 80302
 Email: cdeuel@srcs.k12.ca.us
 Cc: mmartin@srcs.k12.ca.us

Contract for Processing
 Simona Hoyos, Confidential Administrative Assistant for Business Services
 Santa Rosa City Schools
 Email: shoyos@srcs.k12.ca.us

- 4.9 General Provisions. This Agreement (i) shall be binding upon and enforceable by the parties hereto and their respective legal representatives, successors, or assigns, (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.

By signing below, each of the following represent that they have authority to execute this Agreement and to bind the party on whose behalf their signature is made.

Sonoma State University

Santa Rosa City Schools

By _____
 Carolyn Faulconer
 Contract Analyst
 1801 E. Cotati Avenue
 Rohnert Park, CA 94928
 P: 707.664.3830

By _____
 Lisa Cavin
 Associate Superintendent
 211 Ridgway Ave
 Santa Rosa, CA 95401
 P: 707-890-3800

Date _____

Date _____

ADDENDUM TO CONTRACT

Between

Sonoma State University Student Teaching Agreement

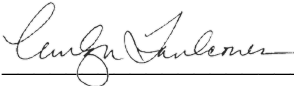
And

Santa Rosa City Schools

This addendum to the original contract with Sonoma State University, approved on June 22, 2022, provides that Santa Rosa City Schools will provide additional fingerprinting as required by Santa Rosa City Schools at no cost to Sonoma State University. Fingerprinting will be for incoming Student Teachers.

IN WITNESS WHEREOF, the parties have executed this addendum on this 12th day of May, 2023.

SONOMA STATE UNIVERSITY

By: 

Name: Carolyn Faulconer

Date: 5/12/2023

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Lisa Cavin
Associate Superintendent

Date: _____

AGREEMENT # 22-43
SSU Account No. 613862-SO100-1100

**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
Carolyn Faulconer
Administration and Finance

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

BY: Anna Trunnell
TITLE: Superintendent

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 6/22/22
(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.”

Santa Rosa City Schools
(DISTRICT)

Sonoma
(COUNTY)

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

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

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

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.

ADDENDUM TO CONTRACT

Between

Sonoma State University Credential Programs Intern Agreement

And

Santa Rosa City Schools

May 12, 2023

This addendum to the original contract with Sonoma State University, approved on June 22, 2022, provides that Santa Rosa City Schools will provide additional fingerprinting as required by Santa Rosa City Schools at no cost to Sonoma State University. Fingerprinting will be for incoming Credential Program Interns.

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

_____.

SONOMA STATE UNIVERSITY

By: 

Name: Carolyn Faulconer

Date: 5/12/2023

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Lisa Cavin
Associate Superintendent

Date: _____

**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

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

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



EDUCATION AFFILIATION AGREEMENT

(based on AAMC uniform affiliation agreement)

This Education Affiliation Agreement (“Agreement”), effective on the date of the last signature below (“Effective Date”), is made between Western Governors University (“School”) and Santa Rosa City Schools (“Host Agency”).

Whereas, School has accredited programs in the Leavitt School of Health.

Whereas, the purpose of this Agreement is to guide and direct the parties respecting their affiliation, working arrangements, and agreements to provide high-quality, practice experiences for students of School.

Whereas, this Agreement is intended and shall be interpreted to meet School’s accreditation standards related to affiliation agreements with affiliates which require at a minimum:

- Host Agency will provide student, and faculty if applicable, access to appropriate resources for student education.
- School is ultimately responsible for the education program, academic affairs, and the evaluation of students.
- School is primarily responsible for the appointment and assignment of faculty members with responsibility for student teaching.
- The shared responsibility of School and Host Agency for creating and maintaining an appropriate learning environment.

Whereas, neither party intends for this Agreement to alter in any way its respective legal rights or its legal obligations to any third party.

Now, Therefore, in consideration of the mutual covenants and agreements, the parties identified above agree as follows:

A. Responsibilities of School

1. School will plan and determine the adequacy of the educational experience of the students in theoretical background, basic skill, professional ethics, attitude and behavior and shall assign to Host Agency only those students who have satisfactorily completed the prerequisite didactic portions of School’s curriculum.

2. School will retain ultimate responsibility for the education and evaluation of its students. School’s representative for this Agreement shall be a faculty member appointed and assigned by School, who will be responsible for student teaching and evaluation provided pursuant to this Agreement.

3. School will advise all students assigned to Host Agency facilities regarding the confidentiality of patient/client records and patient/client information imparted during the practice experience. School will also advise all students that the confidentiality requirements survive the termination or expiration of this Agreement.

4. School will require all participating students to maintain health insurance and provide proof of health insurance to School. Host Agency may request the student provide proof of health insurance prior to beginning of the practice experience.

5. School will require all participating students to have completed an appropriate criminal background check, and to have documented appropriate immunizations on file with School. If applicable, Host Agency shall notify the student of any requests for evidence of criminal background test

or immunization. School will inform the student of his/her responsibility to provide evidence to Host Agency of any required criminal background checks or immunizations, when requested. Host Agency shall notify School of its requirements of an acceptable criminal background check and required immunizations. School will also inform students that they may be required to undergo a drug test or other similar screening tests pursuant to Host Agency's policies and practices, and that the cost of any such test will be paid by the student, if not Host Agency.

6. School will advise students that they are required to comply with Host Agency rules, regulations, and procedures.

7. If requested by Host Agency, School will provide instruction to Host Agency's staff with respect to School's expectations regarding evaluation of School's students at Host Agency.

8. School warrants and represents that it provides occurrence-based professional and commercial general liability insurance for its students with limits of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate. Commercial general liability insurance limits may be satisfied by a combination of primary and umbrella coverage. School shall maintain and provide evidence of workers' compensation coverage as required by law. If requested by Host Agency, School shall provide a certificate of insurance demonstrating coverage for students completing training at Host Agency.

B. Responsibilities of Host Agency

1. Host Agency has a responsibility to maintain a positive, respectful, and adequately resourced learning environment so that sound educational experiences can occur. Host Agency will provide students and faculty with access to appropriate resources for student education including: a) access to patients at Host Agency facilities in an appropriately supervised environment, as applicable, in which the students can complete School's curriculum; b) student security badges or other means of secure access to patient care areas, if necessary; c) access and required training for students in the proper use of electronic medical records or paper charts, as applicable; d) computer access; e) secure storage space for students' personal items when at Host Agency; and f) access to call rooms, if necessary.

2. Host Agency will retain full authority and responsibility for patient care and quality standards, and will maintain a level of care that meets generally accepted standards conducive to satisfactory instruction. While in Host Agency's facilities, students will have the status of trainees; are not to replace Host Agency staff; and, are not to render unsupervised patient care and/or services. All services rendered by students must have educational value and meet the goals of the practice experience. Host Agency and its staff will provide such supervision of the practice experience as is reasonable and appropriate to the circumstances and to the student's level of training.

3. Host Agency staff will, upon request, assist School in the evaluation of the learning and performance of participating students by completing evaluation forms provided by School and returned to School in a timely fashion.

4. Host Agency will provide for the orientation of School's participating students as to Host Agency's rules, regulations, policies, and procedures.

5. Host Agency agrees to comply with applicable state and federal workplace safety laws and regulations. In the event a student is exposed to an infectious or environmental hazard or other occupational injury (i.e., needle stick) while at Host Agency, Host Agency, upon notice of such incident from the student, will provide such emergency care as is provided its employees, including, where applicable: examination and evaluation by Host Agency's emergency department or other appropriate facility as soon as possible after the injury; emergency medical care immediately following the injury as necessary; initiation of the HBV, Hepatitis C (HCV), and/or HIV protocol as necessary; and HIV counseling and appropriate testing as necessary. In the event that Host Agency does not have the resources to

provide such emergency care, Host Agency will refer such student to the nearest emergency facility. School will define, for its students, who bears financial responsibility for any charges generated.

6. To the extent Host Agency generates or maintains educational records related to the participating student, Host Agency agrees to comply with the Family Educational Rights and Privacy Act (FERPA), to the same extent as such laws and regulations apply to School and shall limit access to only those employees or agents with a need to know. For the purposes of this Agreement, pursuant to FERPA, School designates Host Agency as a school official with a legitimate educational interest in the educational records of the participating student(s) to the extent that access to School's records is required by Host Agency to carry out the program.

7. Upon request, Host Agency will provide proof that it maintains liability insurance in an amount that is commercially reasonable.

8. Host Agency will provide written notification to School promptly if a claim arises involving a student. Host Agency and School agree to share such information in a manner that protects such disclosures from discovery to the extent possible under applicable federal and state peer review and joint defense laws.

9. Host Agency will resolve any situation in favor of its patients' welfare and restrict a student to the role of observer when a problem may exist until the incident can be resolved by the staff in charge of the student or the student is removed. Host Agency will notify School's representative if such an action is required.

10. Host Agency shall identify a site coordinator from among its staff who will communicate and cooperate with School's representative to ensure faculty and student access to appropriate resources for the practice experience.

C. Mutual Responsibilities

1. A representative/placement contact for each party will be established on or before the execution of this Agreement and set forth in **Exhibit A**. This contact should be available to address day-to-day administrative concerns (e.g., providing documents required/requested under this Agreement, arranging the start date for practice experiences, etc.).

2. The parties will work together to maintain an environment of high-quality practice experience. At the request of either party, a meeting or conference will promptly be held between School and Host Agency representatives to resolve any problems or develop any improvements in the operation of the practice experience.

3. School will provide qualified and competent individuals in adequate number for the instruction, evaluation, and supervision of students using School facilities. Host Agency will provide qualified and competent staff members in adequate number for the instruction and supervision of students using Host Agency facilities.

4. School and Host Agency 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.

5. School, including its faculty, staff, and students, and Host Agency share responsibility for creating an appropriate learning environment that includes both formal learning activities and the attitudes, values, and informal "lessons" conveyed by individuals who interact with the student. The parties will cooperate to evaluate the learning environment (which may include on-site visits) to identify positive and negative influences on the maintenance of professional standards, and to conduct and develop appropriate strategies to enhance the positive and mitigate the negative influences.

6. Host Agency may immediately remove from the premises and retains the right to suspend or terminate any student's participation at Host Agency. Host Agency will immediately notify the appropriate office of School in writing if such an action is required and the reasons for such action. School may terminate a student's participation when, in its sole discretion, it determines that further participation by the student would no longer be appropriate. School will notify Host Agency if such action is required.

D. Term and Termination

This Agreement is effective upon execution by both parties and will continue indefinitely or until terminated. This Agreement may be terminated at any time and for any reason by either party upon not less than ninety (90) days prior written notice to the other party. Should notice of termination be given under this Section, students already scheduled to train at Host Agency will be permitted to complete any previously scheduled assignment at Host Agency.

E. Employment Disclaimer

The students participating in the program will not be considered employees or agents of Host Agency or School for any purpose. Students will not be entitled to receive any compensation from Host Agency or School or any benefits of employment from Host Agency or School, including but not limited to, health care or workers' compensation benefits, vacation, sick time, or any other benefit of employment, direct or indirect. Host Agency will not be required to purchase any form of insurance for the benefit or protection of any student of School.

F. Health Insurance Portability and Accountability Act

Students participating in the practice experience pursuant to this Agreement are members of Host Agency's workforce for purposes of the Health Insurance Portability and Accountability Act (HIPAA) within the definition of "health care operations" and therefore may have access to patient medical information as provided for in the Privacy Rule of HIPAA. Therefore, additional agreements are not necessary for HIPAA compliance purposes. This paragraph applies solely to HIPAA privacy and security regulations applicable to Host Agency and, as stated in paragraph E, above, does not establish an employment relationship.

G. No Agency Relationship Between the Parties

Nothing in this Agreement is intended to or shall be construed to constitute or establish an agency, employer/employee, partnership, franchise, or fiduciary relationship between the parties; and neither party shall have the right or authority or shall hold itself out to have the right or authority to bind the other party, nor shall either party be responsible for the acts or omissions of the other except as provided specifically to the contrary in this Agreement.

H. Assignment

This Agreement will not be assigned by either party without the prior written consent of the other.

I. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. For purposes of this Agreement, the exchange of executed copies by facsimile or scanned image shall be treated as originals.

J. No Special Damages

In no event shall either party be liable (whether in an action in negligence, contract or tort or based on a warranty or otherwise) for any indirect, incidental, special or consequential damages incurred by the other party or any third party, even if the party has been advised of the possibility of such damages.

K. Notices

All notices provided by either party to the other will be in writing, and will be deemed to have been duly given when delivered personally or when deposited in the United States mail, First Class, postage prepaid, addressed as indicated at the end of this Agreement.

L. No Payments

No payments shall be made between the parties or to the students in connection with this Agreement.

M. Severability

The invalidity of any provision of this Agreement will not affect the validity of any other provisions.

N. Headlines

Headlines in this Agreement are for convenience only.

O. Entire Agreement

This Agreement contains the entire agreement of the parties as it relates to this subject matter and may be modified only by a written instrument properly executed by both parties.

SCHOOL

HOST AGENCY

Signature

Signature

Janelle R. Sokolowich Ph.D., MSN/Ed, RN

Name

Lisa Cavin

Name

Academic Vice President/Dean

Leavitt School of Health

Title

Associate Superintendent

Title

Date

Date

School Notice Address:
Western Governors University
4001 South 700 East, Suite 700
Salt Lake City, UT 84107
Attn: General Counsel
Email: legal@wgu.edu

Host Agency Notice Address:
Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA 95407
Attn: Elizabeth Munns
Email: emunns@srcs.k12.ca.us

Exhibit A
Program Coordination

The following are designated as the primary placement contacts for student practice experience under the Agreement.

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School Placement Contact

Email: healthplacement@wgu.edu

Host Agency Placement Contact*

Name: Elizabeth Munns

Phone: 1-707-890-3800 x80903

Email: emunns@srcs.k12.ca.us

*If Host Agency has multiple facilities covered under this Agreement, Host Agency will provide a list of facilities covered and a method for contacting the appropriate representative at each facility.



Renewal Notification RN-9560

DATE 05/01/2023

TERMS

P.O. NO.

PLEASE REMIT TO:

Aeries Software

770 The City Dr. S.

Suite 6500

Orange, CA 92868

BILL TO

Santa Rosa City Schools

211 Ridgway Avenue

Attn:Accounts Payable

Santa Rosa, CA 95401

PLEASE NOTE: THIS IS NOT AN INVOICE.

This is only a courtesy notification of your upcoming renewal if you require it for board approval purposes. A formal invoice will be forthcoming approximately two weeks before your renewal date. If you have any questions, please contact Todd Davis at <mailto:toddd@aeries.com> or 888-487-7555.

Message:

Quantity	Description	Unit Price	Start Date	End Date	Total Amount
14932	Aeries SIS Analytics Dashboards & Early Warning System Aeries Enrollment Aeries Emergency Management	5.25	07/01/2023	06/30/2024	\$78,393.00
14932	Aeries ASP Hosting Services Subscription	3.15	07/01/2023	06/30/2024	\$47,035.80
3	Aeries ASP Subscription - Additional/Prior Years Databases	250.00	07/01/2023	06/30/2024	\$750.00
Subtotal					126,178.80
Total					126,178.80
AMOUNT RECEIVED					\$
AMOUNT DUE					\$



**Building Careers.
Changing Lives.**

PACT LICENSE

This PACT LICENSE ("License") is made as of July 1, 2022 ("Effective Date") for the period including July 1, 2023 -June 30, 2025 by and between Home Builders Institute, a District of Columbia nonprofit corporation ("HBI") whose address is 1201 15th Street NW, Sixth Floor, Washington, D.C. 20005

and

Santa Rosa City Schools ("Licensee") whose address is:

1700 Fulton Ave
Santa Rosa, California 95403

This License is made under the following circumstances:

- A. HBI operates various programs which are designed to train individuals in various crafts in the construction industry. HBI offers a program to prospective employees in the construction industry ("Students") known as the Pre-Apprenticeship Certificate Training ("PACT Program") in which, among other things, HBI provides an Instructor Guide ("Guide") and a Student Workbook ("Workbook") and access to the Instructor and Student HBI Learning Management System accounts ("LMS"), CTEtechWorks (hbi.litmos.com), and other Instructor Resources to assist in training Students to qualify for the PACT Assessment and issue the PACT Certificate, an industry-recognized credential accepted by the U.S. Department of Labor and sponsored by the National Association of Home Builders issued by HBI ("Assessment") which qualifies Students to obtain employment in the construction industry throughout the United States.
- B. Licensee desires to offer the PACT Program to Students in its geographic area which, among other things, requires HBI to train and certify ("PACT Instructor Certification") the instructors ("Instructors") employed by Licensee to offer the PACT Program.
- C. HBI has caused the Guide, Workbook and LMS content to be copyrighted and the names and brands utilized by HBI to be trademarked.
- D. Subject to the terms of this License, HBI authorizes Licensee to offer the PACT Program and utilize the Guide, Workbook, LMS and Instructor Resources. In addition, HBI (or its designee) will certify Instructors identified in Attachment 1 by Licensee, which are reasonably acceptable to HBI.
- E. Licensee agrees to adhere to all federal, state, and local laws and regulations concerning work site and OSHA safety laws and regulations, workers compensation, discrimination in the workplace and all other relevant requirements while using HBI training materials under this License.

NOW, THEREFORE, based upon the covenants, agreements, warranties and representations of this License, HBI and Licensee agree as follows:

1. **License.** HBI hereby grants to Licensee a non-exclusive license, without the right to sublicense or assign, and subject to and in accordance with the terms contained in this License to use the Instructor Guide, Student Workbook, LMS and associated Instructor Resources only by HBI approved Instructors (as set forth below) to train Students. HBI will be available to train two Instructor candidates per licensed school/site to provide the PACT Program (“Technical Assistance”).

2. **HBI Fees.** In return for the Technical Assistance, use of the Guide, LMS and Workbook, review of prospective Instructors, and reasonable ongoing assistance from time to time, for the Term of this License, the ability to cause Assessments to be utilized, and Certificates to be issued, Licensee shall pay to HBI a nonrefundable fee in accordance with the amount and schedule provided in the payment terms section of this agreement (The payment terms hereby incorporated into, and made a part of, this License).

Funding: HBI agrees to waive for licensee, and any specified additional school sites, the standard year one licensing fee of \$7,500, the year two renewal licensing fee of \$2,000, the associated costs for the training and certification of up to two instructors (year one only), and \$1,500 in student assessment fees which must be spent in year one or two. HBI is able to offer licensee full and customary access to its PACT curriculum and related services and resources as a result of grant funding HBI received from The Home Depot Foundation (HDF), the National Housing Endowment (NHE), and any additional funders. Additional branded goods, tools, materials, and possible signage may also be provided to funded schools by these funders. By signing of this agreement, the school district agrees to both recognize and use any branded items that may be provided. HBI may reach out 2-3 times per year to collect relevant data tied to the funding provided. This will be done through simple, quick online forms and student’s personal information will never be requested. The purpose of the grant is to allow HBI to expand the adoption of its curriculum in order to provide construction trades instruction for students enrolled in secondary schools in order to get more students interested and placed in careers in the residential construction industry.

3. **Term.** This License shall be for a term of one (1) year (“Term”) between the contract dates specified. Upon mutual agreement of HBI and Licensee, this License may be extended (“Extended Term”). The Extended Term shall be on the same terms and conditions contained in this License except the fee paid by Licensee to HBI for the first one-year Extended Term shall be a fee in accordance with the amount and schedule provided in the payment terms section (The payment terms hereby incorporated into, and made a part of, this License) per site/school which the parties agree prior to the commencement of the Extended Term. Upon mutual agreement of HBI and Licensee, the Term may be extended for additional years after the initial one year of the Extended Term at HBI’s prevailing rate for such license extension.

4. **Student Fee.** Licensee may offer the PACT Program during the Term for profit or not for profit. The amount Licensee charges each Student to receive the PACT Program shall receive prior approval by HBI, which approval shall not be unreasonably withheld.

5. **Territory and Costs.** Licensee may only offer the PACT Program to Students directly enrolled with Licensee, or within additional sites/schools noted in license agreement. The PACT Program may only be offered by Licensee in the Santa Rosa Standard Metropolitan Statistical Area in which the principal office of Licensee is located or and/or such other locations noted in the license agreement. Offering of remote programs or other sites/schools is not permitted without the prior written approval of HBI Licensee shall pay all the costs incurred to present the PACT Program including, without limitation, rent, wages of Instructors and cost printed materials.

6. **Tools and Materials.** HBI shall furnish to Licensee a printed Workbook and a printed Guide together with access to the Learning Management System and other online Instructor Resources. During the Term of a

current License, Licensee will have access to any new or updated PACT materials at no additional cost. All tools, materials, equipment and supplies necessary to offer the PACT Program, including, without limitation, copies of the Workbook, construction materials and building sites remain the responsibility and cost of Licensee.

7. **Use and Distribution of Materials.** During the Term, Licensee shall be permitted to purchase additional copies and distribute the Guide and associated material solely to HBI approved Instructors, and the Workbook solely to HBI PACT-enrolled Students within the Licensee's direct organization. Licensee shall not offer, provide, or distribute electronic, digital, or computer access (whether on the internet, or any other means) to the Guide, LMS, Workbook, or any other materials provided by HBI (collectively, "HBI Materials") to any third party without prior written request to and approval from HBI. Licensee promotional materials must prominently display the HBI logo and the HBI and PACT trademark(s). Any removal, disguise, or modification of the HBI trademark or HBI copyright notice shall be a violation of this License in addition to applicable law. Licensee shall not provide any HBI Materials to non-approved Instructors or Students, or any unauthorized third parties. Upon termination of this License or upon HBI's request, Licensee shall promptly return all HBI Materials, in accordance with the terms herein.

8. **Student Assessments:** The method for students to earn certification from HBI is managed through the LMS, through a combination of a standardized assessment and an instructor-led performance-based evaluation. Therefore, fees are associated with successful assessment completion and instructor evaluation. Assessments are available for pre-purchase and expire one year from date of purchase. Any additional assessments utilized will be invoiced by HBI.

9. **Violation of Copyright.** Licensee shall not copy the Guide or any content in the LMS under any circumstances. Subject to HBI's right to demand return of all HBI Materials, Licensee may keep the Workbook and allow Students to retain the Workbook and related materials for their own personal use.

10. **Co-branding.** Any materials produced by Licensee to promote HBI and/or the PACT Curriculum or Program shall contain the co-branded lockup logo. The co-branded logo shall include the Licensee logo in a horizontal or vertical lockup format with the HBI registered mark logo as shown in the HBI Branding Guidelines. The lockup logo must be used in accordance with the HBI Branding Guidelines. The guideline rules outlined in the HBI Branding Guidelines shall govern the use of the lockup logo, including but not limited to the following:

- the default logo is the full color HBI/PACT logo with the Licensee logo, which shall be used in full color; the default HBI logo shall be illustrated on a white background when available or used as a black or white HBI logo with no distractive background designs;
- the two logos should be optically equal in size;
- when the logos are locked up, they shall be separated by four centimeters vertically or horizontally with the vertical and horizontal pipeline.
- The Licensee must follow the HBI Branding Guidelines for other questions concerning use of the HBI/PACT and Licensee lockup logo. HBI retains the right to inspect any materials produced by Licensee that include the HBI logo, HBI trademark, PACT trademark, or lockup logo and to reject the use of such materials at its discretion. In addition, HBI may use the Licensee name and/or logo for promotional purposes.
- Any variation must be approved in writing by HBI's Marketing & Communications team.

11. **Instructors.** Licensee shall select people which have at least five (5) years construction trade experience to be candidates to be Instructors. Only Licensee employees who have received PACT Instructor Certification from HBI shall be considered Instructors and authorized to have students complete Assessments and issue Certificates. In order to retain PACT Instructor Certification, the PACT Instructor must teach one complete PACT class and certify at least one student during the Contract dates of this agreement. Failure to comply with above provision will result in expiration of PACT Instructor Certification and will require re-certification. Licensee is responsible for notifying HBI in a timely manner of any changes in primary points of contact, accounts payable contacts, Instructors, or other direct employees with access to the LMS. Failure to do so may negatively impact access to LMS. Please refer to appropriate HBI staff for costs and conditions for additional

12. **Books and Records.** Licensee shall give HBI complete access to all records and materials generated by the Licensee in the presentation of the PACT Program, including without limitation, enrollment information and evaluations of Students participating in the PACT Program. The information maintained by Licensee in connection with the PACT Program shall be true and correct. Licensee and Instructors shall follow the curriculum established in the PACT Program, and utilize the LMS to register, evaluate, assess, and certify students as directed by HBI. HBI shall have the right to observe Instructors as they present the PACT Program. Licensee shall, during the Term, maintain PACT Program skill achievement records sufficient to document Student competency along with other records that Licensee uses for documentation of construction training related to the PACT Program. HBI, or its designated agent, shall have the right, during normal business hours during the Term and for a period of three (3) years after the expiration or termination of the Term, to inspect, review, or audit such books and records of Licensee. Licensee shall give HBI access to the presentations of the PACT Program and the books and records produced by Students, Instructors and Licensee in the PACT Program during normal business hours. Licensee shall notify HBI immediately, but, in any event, within 48 hours of receipt of any complaint concerning the actions of any Instructor, the materials or the PACT Program and shall provide all relevant details.

13. **Reporting.** HBI may request additional or supplemental information related to student enrollment, progress, and certifications for information not contained within the LMS. HBI does require Student first and last name but will not require additional personal identifying information, except where permitted by Licensee.

14. **No Solicitation.** HBI and Licensee shall be independent contractors. Licensee shall not employ any person who is, or has been within the preceding year, an employee of HBI. Similarly, HBI shall not employ any person who is, or within the preceding year been, an employee of Licensee. HBI and Licensee shall each maintain separate business operations, books, and records. HBI shall have no right to act on behalf of or bind Licensee in any manner. Licensee shall have no right to act on behalf of or bind HBI in any manner. During the Term, and thereafter, HBI may provide the PACT Program to other persons, organizations, and firms. Neither HBI nor Licensee shall, either directly or indirectly, through any person, entity, or by any other means (i) induce or attempt to induce any employee of the other party to leave the employ of the party or in any way interfere with the relationship between the party and any employee thereof, or (ii) hire any person who was an employee of the other party at any time during the Term or within one (1) year after the end of the Term.

15. **Confidentiality.** Licensee will hold in confidence all documents, records, materials and all other information it receives from HBI in connection with the PACT Program (whether received before or after the date of this License), including the Guide and Workbook, provided, however, Licensee shall be permitted to provide the Workbook to Students in hardcopy only. At the request of HBI, Licensee, except as provided herein, shall return to HBI all copies of nonpublic documents and materials that have been furnished to Licensee, including the Guide and Workbook, ("Confidential Materials"). Confidential Materials shall not be communicated, distributed, or provided to any third party. The obligation of Licensee to treat Confidential Materials in confidence shall not apply to any information which (i) is or becomes available to Licensee from a source other than HBI, (ii) is or becomes available to the public other than as a result of disclosure by Licensee or its agents, or (iii) is required to be disclosed under applicable law or judicial process, but only to the extent it must be disclosed. Notwithstanding the foregoing, in the event that Licensee is required to disclose any Confidential Materials or information by applicable law, judicial process or rule of governmental agency, it is agreed that Licensee shall provide HBI with prior notice of such requirement and HBI may seek an appropriate protective order if it so desires.

16. **Termination.** If either party defaults in the performance of, or compliance with, any term or condition of this License, the other party may terminate this License. The non-defaulting party shall give the defaulting party prompt written notice of any default under this License and termination of this License shall be effective thirty (30) days from the date the non-defaulting party sends such notice, unless, within thirty (30) days of the date notice is sent, the defaulting party has corrected or cured the default or if the non-defaulting party is satisfied that the defaulting party has taken appropriate action likely to affect such correction within a reasonable time, in the sole discretion of the non-defaulting party. The non-defaulting party may, at its option, terminate this License including, without limitation, all the rights hereunder. Upon termination by HBI, Licensee

shall remain obligated to pay any and all amounts due hereunder to HBI, including, without limitation, the remaining installments of the Assessment or License Fees, and shall return to HBI all materials in accordance with the terms hereof.

17. **Indemnification.**

A. By HBI. HBI hereby indemnifies and holds Licensee and its directors, officers, employees and agents harmless from and against any and all liabilities, losses, claims, damages, costs and expenses (including court costs and reasonable attorney's fees) incurred by one or more of such parties and arising from HBI's services, duties and obligations hereunder except where such liabilities, losses, claims, damages, costs or expenses are attributable to the act or omission of Licensee or its directors, officers, employees or agents. In all cases, HBI's liability shall be limited to the PACT Program fee paid by Licensee.

B. By Licensee. Licensee hereby indemnifies and holds HBI and its directors, officers, employees and agents harmless from and against any and all liabilities, losses, claims, damages, costs and expenses (including court costs and reasonable attorney's fees) incurred by one or more of such parties and arising from or connected with Licensee's duties and obligations (or violation thereof) hereunder, including, but not limited to, any unauthorized use of the HBI Materials, except where such liabilities, losses, claims, damages, costs or expenses are solely attributable to the negligent act or omission or intentional misconduct of HBI or its directors, officers, employees or agents.

18. **Notice.** Any notices or other communications required or permitted under this License shall be sufficiently given if in writing and (i) hand-delivered, including delivery by courier service, (ii) sent by facsimile, (iii) sent by email or similar system, or (iv) sent by certified mail, return receipt requested, postage prepaid, addressed to the recipient at the address stated below, or to such other address as the party may substitute by written notice to the other party during the Term. If the notice is sent by facsimile or email, it must be properly addressed, reflecting the following facsimile phone number or email address, respectively, of the addressee:

If to HBI:

Home Builders Institute
1201 15th St NW
6th Floor
Washington, DC 20005
United States
Attention: Edward P. Brady
Fax: (202) 266-8999
Email: edbrady@hbi.org

If to Licensee:

Santa Rosa City Schools
1700 Fulton Ave
Attention: John Williams
Email: jswilliams@srcs.k12.ca.us
Phone: 7078890675

Licensee Accounts Payable Contact:

Attention:
Joel Dontos
211 Ridgway Avenue, Santa Rosa, CA 95401
Phone: 707-890-3800 x80201

Notices and other communications delivered by facsimile must be transmitted by a facsimile machine which produces a dated message completed confirmation. Notices sent by email must be transmitted through a system that produces a delivery receipt. All notices hand-delivered shall be deemed received on the day of delivery. All notices forwarded by mail shall be deemed received on the date two (2) business days immediately following date of deposit in the U.S. mail; provided, however, the return receipt indicating the date upon which the notice is received shall be prima facie evidence that such notice was received on the date of the return receipt. Notices and other communications transmitted by facsimile or email shall be deemed delivered on the day transmitted unless such day is a Saturday, Sunday, or legal holiday in which event it shall be deemed received on the next business day. Addresses may be changed by giving notice of such change in the manner provided herein. Unless and until such written notice is received, the last address given shall be deemed to continue in effect for all purposes.

19. **Severability.** Should any provision of this License be determined to be invalid for any reason, such invalidity shall not affect the validity of any other provisions, which other provisions shall remain in full force and effect as if this License had been executed with the invalid provision eliminated, and it is hereby declared the intention of the parties that they would have executed the other provisions of this License without including therein any such provision which may for any reason be hereafter determined invalid. Whenever possible, each provision of this License shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this License or the application of any such provision to any party or circumstance shall be held to be prohibited by or invalid, illegal, or unenforceable under applicable law in any respect by a court of competent jurisdiction, such provision shall be ineffective only to the extent of such prohibition or invalidity, illegality or unenforceability, without invalidating the remainder of such provision or the remaining provisions of this License. Furthermore, in lieu of such illegal, invalid, or unenforceable provision, there shall be added automatically as a part of this License, a legal, valid, and enforceable provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible. Notwithstanding the foregoing, if any such determination materially and adversely affects either party, the parties shall negotiate in good faith to modify this License to the fullest extent permitted by applicable law so as to affect their original intent as closely as possible to the end that the transactions contemplated hereby are fulfilled and consummated to the maximum extent possible.

20. **Assignment.** No party may assign any of its rights under this License, except with the prior written consent of the other party. All assignments of rights are prohibited under this License, whether they are voluntary or involuntary, by change of control, merger, consolidation, dissolution, operation of law, or any other manner. For purposes of this Section:

1. "change of control" refers to a change in control of 50% or more of the party; and
2. "merger" refers to any merger in which a party participates, regardless of whether it is the surviving or disappearing entity.

Any purported assignment of rights or delegation of performance in violation of this License is void.

21. **Governing Law.** This License shall be construed in accordance with and governed by the laws of the District of Columbia without reference to principles of conflict of laws.

22. **Counterparts.** This License may be executed in counterparts, all of which taken together shall constitute one agreement binding on all the parties, notwithstanding that all the parties are not signatories to the original or the same counterpart. The parties shall become bound by this License only when all parties have executed a counterpart of this License.

23. **Expenses.** Each party hereto will pay all costs and expenses incident to its negotiation and preparation of this License and to its performance and compliance with all agreements and conditions contained herein on its part to be performed or complied with, including the fees, expenses and disbursements of its counsel and accountants.

24. **Gender, Plural.** Whenever the context may require, any pronoun used herein shall include the corresponding masculine, feminine or neuter forms. The singular form of nouns, pronouns and verbs shall include the plural and vice versa.

25. **Submission to Jurisdiction and Forum.** The parties hereby agree that any suit, action or proceeding arising out of or related to this License or any of the transactions contemplated hereby or thereby shall be brought exclusively in either the United States District Court for the District of Columbia or an appropriate court of the District of Columbia. The parties hereby irrevocably submit in any suit, action or proceeding arising out of or related to this License or any of the transactions contemplated hereby or thereby to the jurisdiction of the United States District Court for the District of Columbia and the jurisdiction of any court of the District of Columbia. The parties hereto waive any and all objections to jurisdiction and venue in those courts that they may have under the laws of the District of Columbia or the United States. Licensee agrees that in the event of the actual or threatened unauthorized use of the HBI Materials or HBI Trademarks, HBI shall be irreparably harmed and/or threatened with irreparable harm and be entitled to seek injunctive relief without the necessity of posting a bond.

26. **Entire Agreement.** This License shall constitute the entire agreement between the Parties with respect to the limited subject matter specified herein and may not be modified or amended other than by a written instrument executed by both Parties. This License supersedes all prior oral and written communications, agreements, and understandings of the Parties with respect to the limited subject matter of this License.

27. **Third Party Beneficiaries.** None of the provisions of this License shall be for the benefit of or enforceable by any creditors of the parties.

28. **Waivers.** Any term of this License may be waived, or the time for its performance may be extended, by the party or parties entitled to the benefit thereof. Any such waiver shall be validly and sufficiently authorized for the purposes of this License if, as to any party, it is authorized in writing by an authorized representative of such party. The failure of any party hereto to enforce at any time any provision of this License shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this License or any part hereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this License shall be held to constitute a waiver of any other or subsequent breach.

29. **Captions.** The captions of the paragraphs of this License have been inserted only for the purpose of convenience and such captions are not a part of this License and shall not be deemed in any manner to modify, explain, enlarge, or restrict any of the provisions of this License.

30. **System Requirements.** Instructors and Students must be registered on HBI's LMS to complete course requirements. Please ensure your IT point of contact whitelists the system; for more information, contact lmssupport@hbi.org (mailto:lmssupport@hbi.org) with subject line: whitelist. For optimal user experience and product performance, please note the LMS system requirements below, which are subject to change in HBI's discretion:

Desktop:

- Broadband Internet connection

Web browser:

- Internet Explorer 8+
- Firefox 2+
- Safari on Mac 1.2+
- Google Chrome (current version)
- Javascript and Cookies enabled

Mobile Devices:

- Apple iOS devices using Safari mobile web browser
- Android devices using Google Chrome mobile web browser

If premium Interplay Learning content is purchased through HBI, note the system requirements and end-user hardware suggested for optimal delivery:

Browser-Based Training Requirements for PC, MAC, and Chromebook:

- 64 bit operating system required-simulations run on most modern 64 bit browsers, including
- Google Chrome, Firefox, and Safari. Microsoft Edge or Internet Explorer are not supported. Apple/Macs work in this mode ONLY.
- 8GB of RAM is recommended, though the simulations may load on a machine with 4GB of RAM. They will not load on a machine with less than 4GB of RAM.
- Most Intel i3, i5, or i7 processors should be sufficient.
- Machines with Pentium, Atom, and Celeron processors are usually not powerful enough for the simulations.
- You should have an internet connection speed of at least 15mbps.

Hardware requirements for Virtual Reality (VR) use (optional):

- GPU: Nvidia GeForce GTX 970, AMD Radeon R9 290 equivalent or better.
- CPU: Intel i5-4590, AMD FX 8350 equivalent or better.
- RAM: 4 GB or more.
- Video Output: HDMI 1.4, DisplayPort 1.2 or newer.
- USB Port: 1x USB 2.0 or better port.
- Operating System: Windows 7 SP1, Windows 8.1 or later, Windows 10.
- HTC Vive, Oculus Rift S HMD or equivalent.

31. **Site/School Information.**

Please complete the requested information for each site/school represented by this agreement.

Site/School 1: Piner High School

Site/School 2:

Site/School 3:

Site/School 4:

32. **Instructor Contact Information.**

Please complete the requested information per each Instructor to be Trained & Certified.

Instructor 1:

John
Williams
jswilliams@srcs.k12.ca.us
1700 Fulton Rd, Santa Rosa, CA, 95403

Instructor 2:

Instructor 3:

--

Instructor 4:

Payment Terms

The following represents the payment terms identified for this license agreement.

Name	Description	Qty / Unit Price	Tax	Subtotal
Initial License Agreement Fee (Year 1) (\$7,500 initial fee for one (1) site waived)		1 x \$0.00		\$0.00
Instructor Training & Certification for 2 Instructors (\$2,000 training fee waived)		1 x \$0.00		\$0.00
Pre-Paid Student Assessments (\$1,500 for 30 student learning path assessments waived)		30 x \$0.00		\$0.00
Renewal License Agreement Fee (Year 2) (\$2,000 renewal fee for one (1) site waived)		1 x \$0.00		\$0.00

Total: \$0.00

LICENSEE:

I am authorized to enter this License on behalf of Licensee and agree to the terms, conditions and payment schedule of this License as listed above.

First Name _____

Last Name _____

Signature

*

HBI:

I am authorized to enter this License on behalf of HBI and agree to the terms and conditions of this License.

First Name

Last Name

Signature

ADDENDUM TO CONTRACT

Between

Restorative Resources

And

Santa Rosa City Schools

This addendum to the original contract with Restorative Resources approved on August 24, 2022, to provide additional services for \$3,900 to Santa Rosa City Schools.

The contract, under Item 3. Compensation; is amended to read: DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed thirteen thousand nine-hundred Dollars (\$13,900). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

\$150 per hour for approximately 92 hours = (not to exceed) \$13,900

This rate applies to training, proactive and responsive restorative work, as well as administrative tasks related to the support.

The severity and complexity of the case plus the willingness of participants determines the length of time required to hold a restorative circle or conversation.

Contractor shall bill monthly and provide a list of services provided with each invoice, along with a synthesis of data twice annually. (see below) IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written _____.

Restorative Resources

By: _____

Name: Veronica Cruz

Date: _____

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

Lisa Cavin
Associate Superintendent

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 Restorative Resources, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: _____

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

For Billing (if applicable): Bill to: Restorative Resources Billing frequency: _____

Contract is: New Renewal Addendum Amendment

Number of Individuals Served: _____

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

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

Contract Created by: Kaesa Enemark, Ed Services Phone #: 707-890-3800 x 80412
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: 8.25.22 Proposed Contract End Date: 6.30.23

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: 8/24/22

Verified by: _____

Date: _____

Fiscal Services Authorizer

LAST REVISED ON 4-5-17

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Offer employees the solution of Restorative Practices responsive work for incidents of conflict or harm among employees.

Provide space for meetings. Advise and notify interested employees of times and locations of pre circle meetings and formal conferences.

(b) CONTRACTOR's Responsibilities and Duties:

1. Provide responsive Restorative Practices support for incidents of harm or conflict when requested.
2. Mentoring for restorative specialist(s) and other SRCS employees on in-depth training of Restorative Process, Circle Keeping & Formal Conferencing
3. Provide a year-long summary of support provided, and synthesis of data broken down by category.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 25, 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 TenThousand Dollars (\$10,000) DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

\$150 per hour for approximately 66.6 hours = (not to exceed) \$10,000

This rate applies to training, proactive and responsive restorative work, as well as administrative tasks related to the support.

The severity and complexity of the case plus the willingness of participants determines the length of time required to hold a restorative circle or conversation.

Contractor shall bill monthly and provide a list of services provided with each invoice, along with a synthesis of data twice annually. (see below)

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?):

Restorative Resources (contractor) will follow and teach the steps and components in restorative practices.

Contractor will provide a Pre & Post survey for any professional development, mentoring & for the restorative circle process to be used with participants before and after training & any circle process.

Data will be gathered and results shared with the district with the following goals:

Goals of the restorative process: the perception of the participants that the conflict is resolved, confidence to be able to peacefully co-exist in the workplace and possess the ability to share about the restorative circle process.

Goals of the restorative trainings: the perception of the participants in the training that they know more and have increased confidence in sharing about and implementing the restorative processes, principles & practices through participation in the trainings.

Pre & Post survey for professional development to be created by contractor, used with participants in training before and after the /trainings.

Data to be gathered and synthesized by the CONTRACTOR and provided to the DISTRICT twice annually. January & June, for example.

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

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

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

7. Independent Contractor. CONTRACTOR, in the performance of this CONTRACT, shall be and act as an independent contractor. CONTRACTOR understands and agrees that he/she and all of his/her employees shall not be considered officers, employees or agents of the DISTRICT, and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT'S employees are normally entitled, including, but not limited to, State Unemployment Compensation, Workers' Compensation, Health and Welfare Benefits, Paid Vacation, Retirement Program Participation, or any other employee benefits. CONTRACTOR assumes 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:

Name: **Santa Rosa City Schools**
Street: **211 Ridgway Ave**
City/State/Zip: **Santa Rosa, CA 95401**
Phone: **707-890-3800**
Email: mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: **Restorative Resources**
Street: **P.O. Box 3246**
City/State/Zip: **Santa Rosa, CA 95402**
Phone: **707-542-4244**
Email: Veronica@RestorativeResources.org

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

22. Extra (Changed) Work. Only the Superintendent may authorize extra (and/or changed) work, which shall be in writing and thereafter ratified by the Board. The parties expressly recognize that DISTRICT and DISTRICT personnel are without authorization either to order extra (and/or changed) work or to waive contract requirements. Failure of the CONTRACTOR to secure proper authorization for extra work shall

constitute a waiver of any and all right to adjustment in the contract price or contract time due to such unauthorized extra work and the CONTRACTOR thereafter shall be entitled to no compensation whatsoever for the performance of such work.

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

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

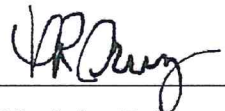
25. Governing Law. The terms and conditions of this CONTRACT shall be governed by the laws of the State of California with venue in Sonoma County, California, and no other place.

THIS CONTRACT IS ENTERED INTO THIS 25th DAY OF August, 2022.

DISTRICT

Signature: 
Print Name: Anna Trunnell
Title: Superintendent
Email: mmartin@srcs.k12.ca.us
Phone: 707-890-3800 x80201

AUTHORIZED SIGNER or CONTRACTOR

Signature: 
Print Name: Verónica R Cruz
Title: Executive Director
Email: Veronica@RestorativeResources.org
Phone: 707-542-4244