

This Finalsite Order (the 'Order') is entered into by and between Active Internet Technologies, dba Finalsite ('Finalsite') and Santa Rosa City Schools ("Customer") and sets forth the terms of Customer's use of the products and services set forth below ("Pricing Summary"). This Order, together with the Master Terms and Conditions for Services (the "Master Terms") located at <http://www.finalsite.com/masterterms/useducationagencies> and incorporated herein by this reference, form the entire agreement between the parties in respect of the products and services set forth below. Each of the individuals executing this Order represent and warrant that he or she is authorized to execute this Order on behalf of Customer or Finalsite, as applicable. Unless otherwise specified herein, any capitalized terms used in this Order shall have the meaning defined in the Master Terms.

In consideration of the promises set forth herein, and other good and valuable consideration, the receipt of which are hereby acknowledged, the parties hereby agree as follows:

**A. Products and Services Pricing Summary**

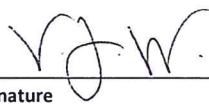
Training	
<b>Online Training   Qty. 4</b> View a detailed description of what is included here <a href="http://www.finalsite.com/SOWOLT">www.finalsite.com/SOWOLT</a>	\$ 600
<b>Total</b>	<b>\$ 600</b>

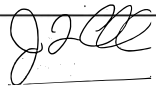
The above products, to include but not limited to (modules, integration, design and consulting) will be billed upon contract signature.

**B. Terms**

1. **Effective Date:** Upon execution of this Order.
2. **All fees for the initial year of this Order shall be due upon execution of this Order. Unless otherwise specified, all dollars (\$) are United States currency. All fees for subsequent years shall be due upon the annual anniversary of the effective date of this Order.**
3. **Sales Tax:** If applicable, a copy of your Sales Tax Direct Pay Certificate or your Sales Tax Exemption Certificate must be returned with this Order Form.

Any SOWs to which links are provided above in Section A, "Pricing Summary," are incorporated into this Order by reference, and any professional services described therein are included as part of your software package. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order, the Master Terms, and any SOWs incorporated by reference. By signing below, Finalsite and Customer each agree to the terms and conditions of this Order and the Master Terms.

Client: Santa Rosa City Schools

Signature Vanessa Wedderburn
Name (printed) Communications Coordinator
Title (printed) 12/8/2023
Date

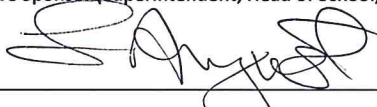
Active Internet Technologies ('Finalsite')

Signature Jim Calabrese
Name (printed) Jim Calabrese
Title (printed) CFO
Date 12/8/2023

**C. Client Contact Information**

Please fill out the following information, which will be used by our deployment & accounting teams.

<b>Billing Contact</b> Vanessa Wedderburn
<b>Title</b> Communications Coordinator
<b>Address</b> 211 Ridgeway Avenue
<b>City, State Zip</b> Santa Rosa, CA 95401-4320
<b>Phone</b> (707) 477-1271
<b>Email</b> VWedderburn@srccs.k12.ca.us

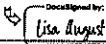
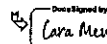

<b>Project Contact</b> Vanessa Wedderburn
<b>Title</b> Communications Coordinator
<b>Phone</b> (707) 477-1271
<b>Email</b> VWedderburn@srccs.k12.ca.us

<b>*Executive Sponsor (Superintendent, Head of School, CFO, etc.)</b> 
<b>Title</b> Associate Superintendent
<b>Email</b> laugust@srccs.k12.ca.us

\*The Executive Sponsor should be separate from the Project Contact and is typically the Superintendent, Head of School, Business Manager, CFO, etc.

Grant Number: 2021TRI18

**GRANT AGREEMENT FOR ADDITIONAL 2023-24 FUNDS  
COMMISSION ON TEACHER CREDENTIALING**

<b>GRANTEE LEA NAME &amp; GRANT NUMBER</b>		2021TRI18 – Santa Rosa City Schools		
<b>PROJECT TITLE</b>		Teacher Residency Implementation and Expansion Grant Programs		
<b>PERFORMANCE PERIOD</b>		July 1 <sup>st</sup> , 2023	through	June 30 <sup>th</sup> , 2026
Under the terms and conditions of this Agreement, the Grantee agrees to complete the Project as described in the project description, and the State of California, through the Commission on Teacher Credentialing agrees to fund the Project up to the Grant Amount.				
<b>PROJECT DESCRIPTION</b>				
<p><i>Santa Rosa City Schools</i> is to support a collaborative partnership with one or more Commission-approved teacher preparation programs offered by a regionally accredited institution of higher education (IHE) to implement a new or expand an existing current residency program. Offering a teacher residency program requires careful collaborative planning and supportive infrastructure within and between the local education agency (LEA) and the IHE to assure that the LEA sites that will host teacher residents are fully ready to implement this type of teacher preparation approach, that the LEA administration and staff are prepared and ready to work collaboratively with and mentor teacher residents, and that the IHE is prepared to facilitate the professional preparation of residents within a cohort model in the local LEA or consortium.</p> <p>Project is to be carried out in conformance with the Updated 2023-24 Budget attached as Exhibit A, and the Task List and Timeline in the original approved grant application (hereinafter these two items will be referred to as the "Work Plan") and all Agreement provisions as stated herein.</p> <p>*Note: GAA amount for "2023-24 Additional Funds" is determined by calculating the difference between the total requested grant funds, as indicated on the Updated Appendix G (Exhibit A), and the "Annual Grant Amount" previously disbursed for the program's 2023-24 cohort.</p>				
<b>ADDITIONAL 2023-24 FUNDS NOT TO EXCEED</b>		\$255,000.00		
The General and Special Provisions attached are made a part of and incorporated into the Agreement.				
<b>Santa Rosa City Schools</b>		<b>Commission on Teacher Credentialing</b>		
211 Ridgeway Ave Santa Rosa, CA 95401		1900 Capitol Ave, Sacramento, CA 95811		
BY (AUTHORIZED SIGNATURE): 		BY (AUTHORIZED SIGNATURE): 		
PRINTED NAME AND TITLE OF PROJECT REPRESENTATIVE: Lisa August, Associate Superintendent		PRINTED NAME AND TITLE OF PERSON SIGNING: Cara Mendoza, Ed.D., Administrator		
DATE SIGNED: Dec 8, 2023		DATE SIGNED: Dec 8, 2023		
<b>CERTIFICATION OF FUNDING (FOR STATE USE ONLY)</b>				
GRANT NUMBER 2021TRI18	General Fund (0001) Proposition 98	ENY 2020	ACCOUNT 5432000	RPTG STRUCTURE 63602010
ANNUAL GRANT AMOUNT \$255,000.00	ITEM 6360-603-0001	CHAPTER/ STATUTE 44/21	PROGRAM 5397	FISCAL YEAR 2023-24
I hereby certify upon my personal knowledge that budgeted funds are available for this encumbrance.				
<b>SIGNATURE OF ACCOUNTING OFFICER</b>		<b>DATE</b>		
		Dec 11, 2023		

Grant Number: 2021TRI18

**GRANT AGREEMENT  
COMMISSION ON TEACHER CREDENTIALING**

**TERMS AND CONDITIONS OF GRANT**

The Grantee shall be responsible for the performance of the work as set forth herein below and for the preparation of reports as specified in this Agreement. The Grantee's Project Representative shall promptly notify the State of events or proposed changes that could affect the Work Plan under this Agreement.

**General Provisions**

**A. Definitions**

1. The term "Agreement" as used herein means a grant agreement between the State and Grantee specifying the payment of Grant Amount by the State for the performance of Work Plan within the Project Performance Period by the Grantee.
2. The term "Encumbrance" as used herein means a planned expenditure of grant funds.
3. The term "Grant Amount" as used herein means funds allocated to the Grantee in accordance with Education Code 44415.5.
4. The term "Grantee" as used herein means the party described as the Grantee on page one (1) of this Agreement.
5. The term "Institutions of higher education" means the California State University, the University of California, and private regionally accredited institutions of higher education institutions that offer a commission-approved teacher preparation program.
6. The term "Program" means the California Teacher Residency Implementation and Expansion Grant Programs.
7. The term "Project" as used herein means the project described on page one (1) of this Agreement.
8. The term "Project Performance Period" as used herein means the period of time that the Grant Amount is available, and the time in which the Project must be complete, billed and paid as described on page one (1) of this Agreement.
9. The term "Project Representative" as used herein means the person authorized by the Grantee to be responsible for the Project and can make daily management decisions.
10. The term "State" as used herein means the Commission on Teacher Credentialing.
11. The term "Teacher Residency Implementation and Expansion Grant Programs" is a state grant program authorized under the provisions of EC §44415 and §44415.5 that provides funding for the development of teacher residency programs.

Grant Number: 2021TRI18

12. The term "Work Plan" means the residency pathway planning activities described in the LEA's application and budget herein attached as exhibit A, and as approved by the State.

**B. Project Execution**

1. Grantee agrees to complete the Project in accordance with the time of Project Performance Period, and under the terms and conditions of this Agreement. Extensions may be requested at least 90 days in advance of the date of termination and will be considered in the event of circumstances beyond the control of the Grantee, but in no event subsequent to the end of the Project Performance Period as identified in the Work Plan as the Project's date of completion.
2. Grantee agrees to submit in writing any deviation from the approved grant application to the State for approval, prior to implementation of changes. The grantee may shift funds between approved budget categories. If the shift exceeds 10% of total grant funds, then approval to do so much be given by Commission staff.
3. Grantees will be expected to make appropriate yearly progress in implementing or expanding their residency model, resulting in an increase in the number of teacher resident candidates and according to the operational plan provided in the funded application. Awarded grantee LEAs are responsible for responding to the Commission's requirements for data collection, evaluation, and reporting. Grantees must submit reports annually to the Commission throughout the grant period. Applicants should note that as a condition of receipt of a grant, the LEA grantee must agree to report outcome data when reports are requested by Commission staff. Failure to comply with funding terms or reporting requirements could put future funding opportunities at risk.
4. Grant funding may be subject to change when any unspent funds are reported in any annual reports.
5. The Teacher Residency Implementation and Expansion grant funding period, and the approved grant activities, may extend through June 30, 2026. For grantees who also apply for or have already been awarded other Teacher Residency grant funding, the grantee may continue to operate their Teacher Residency Implementation and Expansion Grant within the grant funding period and planned activities within the specified grant agreement. The funds in this grant agreement may be spent concurrently with previously awarded grant agreements until their respective cutoff dates to complete the planned activities described in the response to the selection criteria and as stated in the statute(s) in the grant agreement that authorizes funding.

**C. Project Costs**

Subject to the availability of Grant Amount in the Act, the State hereby grants to the Grantee an additional sum of money (Additional 2023-24 Funds) not to exceed the amount stated on page one (1) of this Agreement in consideration of and on condition that the sum be expended in carrying out the purpose as set forth in the Work Plan and under the terms and conditions set forth in this Agreement. Grantee agrees to assume any obligation to furnish any additional funds that may be necessary to complete the Project. All costs accrued for services or supplies prior to the execution of Agreement are not eligible for reimbursement.

The Additional 2023-24 Funds to be provided to the Grantee, under this Agreement, may be

Grant Number: 2021TRI18

disbursed as follows:

1. Upon approval of the Updated Appendix G, the first payment will be 90 percent (90%) of the additional 2023-24 funds, as indicated on Exhibit A.
2. The second payment will be 10 percent (10%) of the additional 2023-24 funds, as indicated on Exhibit A. The second payment will be provided to grantees after the program has completed its activities and submitted required annual reports to the Commission.
3. Subsequent Annual payments will be determined by calculating the program need based on the actual expenditures reported by the program from the previous fiscal year and the projected enrollment numbers submitted by the program for the following fiscal year. Annual awards will be disbursed in two payments following the 90 percent (90%)/10 percent (10%) model described above. Unspent funds reported on annual reports will be deducted from the next allotment of funds.
4. Annual payments will not be released until the completed annual report from the previous fiscal year has been approved by Commission staff.

**D. Allowable Activities and Use of Funds**

1. Assembly Bill (AB) 130 (Chapter 44, Statutes of 2021) provided the Commission with \$350 million for the Teacher Residency Grant Program, with up to \$325 million allocated to expansion and implementation grants that shall not exceed \$40,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient. Per statute, the first \$25,000 per resident in grant funds must be matched by the grantee LEA or consortium on an eighty cents (\$.80) to one dollar (\$1) basis. Matching funds may be actual dollars or in-kind services. Funding is available through June 30, 2026.
2. Sample activities that can be funded through the Teacher Residency Implementation and Expansion Grant Programs include but are not limited to expanding an existing LEA-IHE collaborative teacher residency to include any or all of the allowable designated shortage areas or diversification of the teacher workforce efforts described in the authorizing legislation.
3. The Grantee warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Grantee for the purpose of securing business. For breach or violation of the warranty, the state shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

**E. Payment Documentation**

1. Payment shall be made yearly for the annual grant amount, less 10% withholding to be released upon satisfactory completion of all required deliverables.

Grant Number: 2021TRI18

2. Any overpayment of Grant Amount in excess of final project costs shall be returned to the State within 60 days of completion of the Project or the end of the Project Performance Period as shown on page one (1), whichever is earlier.

**F. Project Administration**

1. Grantee agrees to provide all technical and administrative services as needed for Agreement completion. Grantee agrees to monitor and review all work performed; and coordinate budgeting and scheduling to assure that the Agreement is completed within budget, on schedule, and in accordance with approved procedures, applicable laws, and regulations.
2. Grantee ensures that the Agreement requirements are met through completion of annual reports, submitted to the State in accordance with the Work Plan and through regular communication with the State.
3. Grantee agrees to promptly submit reports as the State has requested in this Agreement or may request during the life of this Agreement.
4. The Grantee shall comply with the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.), Government Code sections 12990(a-f) and CCR, Title 2, Section 8103 (nondiscrimination for non-public entities, and Public Contract Code section 10295.3 (domestic partners).

**G. Project Termination**

1. Failure by the Grantee to comply with the terms of this Agreement or any other Agreement under the Act may be cause for suspension of all obligations of the State hereunder.
2. Failure of the Grantee to comply with the terms of this Agreement shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault of the Grantee.
3. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for reimbursement under this Agreement.
4. Should the Grantee choose to terminate its participation in the program, a thirty (30)-day written notice is required. Final program and expenditure reports are due thirty (30) days after the program cessation. The Grantee agrees to return all unexpended funds within sixty (60) days of project cessation.
5. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the state shall have no liability to any funds to the Grantee, furnish any other consideration under this agreement, and the grantee shall not be obligated to perform any provisions of this Agreement.
6. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no

Grant Number: 2021TRI18

liability occurring to the State or offer an agreement amendment to the Grantee to reflect the changes.

#### **H. Financial Records**

1. Expenditures shall comply with all applicable provisions of federal, state, and local rules, regulations and policies related to the administration, use, and accounting for public school funds, including but not limited to, the Education Code of the State of California.
2. Grantee agrees to maintain satisfactory financial accounts, documents, and records for the Project and to make them available to the State for auditing at reasonable times. Grantee also agrees to retain such financial accounts, documents and records for three years following Project termination or completion.
3. Grantee agrees to use a generally accepted accounting system.

#### **I. Audit**

1. Projects are subject to audit by the State for three years following the final payment of Grant Amount. The purpose of this audit is to verify that project expenditures were properly documented. Grantees will be contacted at least 30 days in advance of an audit.
2. Audit will include all books, papers, accounts, documents, or other records of the Grantee, as they relate to the Project for which the State authorized Grant Amount. The Grantee shall have the Project records, including the sources documents and cancelled warrants, readily available to the State.
3. The Grantee must also provide an employee having knowledge of the Project and the accounting procedure or system to assist the State's auditor. The Grantee shall provide a copy of any document, paper, record, or the like requested by the State.
4. All Project records must be retained for at least one year following an audit or final disputed audit findings.

### **2021-22 Budget Act Legislation**

#### **SEC. 46.**

Section 44415.5 is amended in Education Code, to read:

#### **Education Code §44415.5.**

(a) For purposes of this section, the following definitions apply for the Teacher Residency Grant Program:

(1) "Experienced mentor teacher" means an educator who meets all of the following requirements:

(A) Has at least three years of teaching experience and holds a clear credential in the subject

Grant Number: 2021TRI18

in which the mentor teacher will be mentoring. For programs leading to the issuance of new PK-3 early childhood education specialist credentials, the mentor teacher must have at least three years of teaching experience in prekindergarten, transitional kindergarten, kindergarten, or any of grades 1 to 3, inclusive, and hold a clear multiple subject credential.

(B) Has a record of successful teaching as demonstrated, at a minimum, by satisfactory annual performance evaluations for the preceding three years.

(C) Receives specific training for the mentor teacher role and engages in ongoing professional learning and networking with other mentors.

(D) Receives compensation, appropriate release time, or both, to serve as a mentor in the initial preparation or beginning teacher induction component of the teacher residency program.

(2) "Teacher residency program" is a grant applicant-based program that partners with one or more commission-approved teacher preparation programs offered by a regionally accredited institution of higher education in which a prospective teacher teaches at least one-half time alongside a teacher of record, who is designated as the experienced mentor teacher, for at least one full school year while engaging in initial preparation coursework.

(b) (1) For the 2021–22 fiscal year, the sum of three hundred fifty million dollars (\$350,000,000) is hereby appropriated from the General Fund to the commission for the Teacher Residency Grant Program to support teacher residency programs that recruit and support the preparation of teachers pursuant to this section. This funding shall be available for encumbrance until June 30, 2026.

(2) Grant funding awarded pursuant to this section shall be expended by a grant recipient within five fiscal years of the fiscal year in which the grant was awarded.

(c) (1) The commission shall make grants to applicants to establish new teacher residency programs, or expand, strengthen, or improve access to existing teacher residency programs that support either of the following:

(A) Designated shortage fields, including, but not limited to, special education, bilingual education, science, computer science, technology, engineering, mathematics, transitional kindergarten, or kindergarten, school counselors, and any other fields identified by the commission based on an annual analysis of state and regional hiring and vacancy data.

(B) Local efforts to recruit, develop support systems for, provide outreach and communication strategies to, and retain a diverse teacher workforce that reflects a local educational agency community's diversity.

(2) Grant recipients shall work with one or more commission-accredited teacher preparation programs and may work with other community partners or nonprofit organizations to develop and implement programs of preparation and mentoring for resident teachers who will be supported through program funds and subsequently employed by the sponsoring grant recipient.

(3) A grant applicant may consist of one or more, or any combination, of the following:

(A) A school district.

(B) A county office of education.

(C) A charter school.

(D) A regional occupational center or program operated by a joint powers authority or a county office of education.

Grant Number: 2021TRI18

(d) Grants allocated pursuant to subdivision (c) shall be up to forty thousand dollars \$40,000 per teacher candidate in the residency program of the jurisdiction of the grant recipient, matched by that grant recipient at a rate of 80 percent of the first twenty-five thousand dollars (\$25,000) of the grant amount received per participant, as described in subdivision (f). Residents are also eligible for other forms of federal, state, and local educational agency financial assistance to support the cost of their preparation. Grant program funding shall be used for, but is not limited to, any of the following:

- (1) Teacher preparation costs.
- (2) Stipends for mentor teachers, including, but not limited to, housing stipends.
- (3) Residency program staff costs.
- (4) Mentoring and beginning teacher induction costs following initial preparation.
- (5) Compensation for residents.

(e) A grant recipient shall not use more than 5 percent of a grant award for program administration costs.

(f) A grant recipient shall provide a match of grant funding in the form of one or both of the following:

- (1) Eighty cents (\$0.80) for every one dollar (\$1) of the first twenty-five thousand dollars (\$25,000) in grant funding received per participant, to be used in a manner consistent with allowable grant activities pursuant to subdivision (d).
- (2) An in-kind match of program director personnel costs, mentor teacher personnel costs, resident compensation costs, or other personnel costs related to the Teacher Residency Grant Program, provided by the grant recipient.

(g) Grant recipients shall do all of the following:

- (1) Ensure that candidates are prepared to earn a preliminary teaching credential, including a PK-3 early childhood education specialist credential, in furtherance of paragraph (1) of subdivision (c) upon completion of the program.
- (2) Ensure that candidates are provided instruction in all of the following:
  - (A) Teaching the content area or areas in which the teacher will become certified to teach.
  - (B) Planning, curriculum development, and assessment.
  - (C) Learning and child development.
  - (D) Management of the classroom environment.
  - (E) Use of culturally responsive practices supports for language development, and supports for serving pupils with disabilities.
  - (F) Professional responsibilities, including interaction with families and colleagues.
- (3) Provide each candidate mentoring and beginning teacher induction support following the completion of the initial credential program necessary to obtain a clear credential and ongoing professional development and networking opportunities during the candidate's first years of teaching at no cost to the candidate.
- (4) Prepare candidates to teach in a school within the jurisdiction of the grant recipient in which they will work and learn the instructional initiatives and curriculum of the grant recipient.
- (5) Group teacher candidates in cohorts to facilitate professional collaboration among residents, and ensure candidates are enrolled in a teaching school or professional development program that is organized to support a high-quality teacher learning experience in a supportive work environment.

Grant Number: 2021TRI18

(6) (A) For grants awarded during and after the 2023–24 fiscal year, provide a minimum compensation package, which may include, but is not limited to, a living stipend or wages for employment of no less than twenty thousand dollars (\$20,000) per candidate. Nothing in this section precludes a grant recipient from providing a larger compensation package to candidates, and grant recipients are encouraged to provide a compensation package to residents that is similar to the grant recipient’s compensation of school staff with comparable duties.

(B) To the extent a grant recipient received an award of up to twenty-five thousand dollars (\$25,000) per candidate before the 2023–24 fiscal year and is serving candidates during and after the 2023–24 school year with that award, and commits to providing the minimum compensation package to those candidates, the grant recipient may submit the number of those candidates and associated per-resident award to the commission for an additional per-resident allocation for a combined per-resident total of up to forty thousand dollars (\$40,000).

(h) To receive a grant, an applicant shall submit an application to the commission at a time, in a manner, and containing information prescribed by the commission.

(i) When selecting grant recipients, the commission shall do both of the following:

(1) Require applicants to demonstrate a need for teachers in one or more designated shortage fields or for the purposes described in subparagraph (B) of paragraph (1) of subdivision (c), and to propose to establish a new, or expand, strengthen, or improve access to an existing, teacher residency program that recruits, prepares, and supports teachers to teach in either one or more such fields or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) in a school within the jurisdiction of the sponsoring grant applicant.

(2) Give priority consideration to grant applicants who demonstrate a commitment to increasing diversity in the teaching workforce, have a higher percentage than other applicants of unduplicated pupils, as defined in Section 42238.02, and have one or more schools that exhibit one or both of the following characteristics:

(A) A school where 50 percent or more of the enrolled pupils are eligible for free or reduced-price meals.

(B) A school that is located in either a rural location or a densely populated region.

(j) (1) A candidate in a teacher residency program sponsored by a grant provided pursuant to subdivision (c) shall agree in writing to serve in a school within the jurisdiction of the grant recipient that sponsored the candidate or another public school in California for a period of at least four school years beginning with the school year that begins after the candidate successfully completes the initial year of preparation and obtains a preliminary teaching credential, including a PK-3 early childhood education specialist credential. The candidate shall also commit in the written agreement to annually reporting to their sponsoring local educational agency where they are employed and their current contact information until they have completed their service requirement or eight years after completion of residency, whichever occurs first.

(2) A candidate shall have eight school years to complete the four-school-year teaching commitment.

(3) This subdivision shall apply to any current candidate or teacher that participates in a residency program under this section.

(k) If a candidate is unable to complete a school year of teaching, that school year may still be counted toward the required four complete school years if any of the following occur:

(1) The candidate has completed at least one-half of the school year.

Grant Number: 2021TRI18

- (2) The employer deems the candidate to have fulfilled their contractual requirements for the school year for the purposes of salary increases, probationary or permanent status, and retirement.
  - (3) The candidate was not able to teach due to the financial circumstances of the sponsoring grant recipient, including a decision to not reelect the employee for the succeeding school year.
  - (4) The candidate has a condition covered under the federal Family and Medical Leave Act of 1993 (29 U.S.C. Sec. 2061 et seq.) or similar state law.
  - (5) The candidate was called or ordered to active-duty status for more than 30 days as a member of a reserve component of the Armed Forces of the United States.
- (l) If a candidate is unable to complete their residency program or service requirement because of hardship, as defined by the commission, they may apply to waive any repayment obligation as described in subdivision (q).
- (m) For purposes of administering the grant program pursuant to subdivision (c), the commission shall do all of the following:
- (1) Determine the number of grants to be awarded and the total amount awarded to each grant applicant.
  - (2) Require grant recipients to submit program and expenditure reports, as specified by the commission, as a condition of receiving grant funds.
  - (3) Annually review each grant recipient's program and expenditure reports to determine if any candidate has failed to meet their commitment pursuant to subdivision (j).
- (n) (1) If the commission is informed that more than 10 percent of sponsored candidates in a local educational agency's yearly program cohort failed to earn a preliminary credential or failed to meet their commitment to teach pursuant to subdivision (j), the commission shall confirm with the grant recipient the applicable grant amount to be recovered from the grant recipient based on the number of candidates who failed to earn a preliminary credential or meet their teaching commitment above a 10-percent attrition rate.
- (2) The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a public school in California.
  - (3) A candidate who obtains a waiver pursuant to subdivision (l) shall not count toward the 10-percent attrition rate.
- (o) Upon confirming the amount to be recovered from the grant recipient pursuant to subdivision (n), the commission shall notify the grant recipient of the amount to be repaid within 60 days. The grant recipient shall have 60 days from the date of the notification to make the required repayment to the commission. If the grant recipient fails to make the required payment within 60 days, the commission shall notify the Controller and the grant recipient of the failure to repay the amount owed. The Controller shall deduct an amount equal to the amount owed to the commission from the grant recipient's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution. If the grant recipient is a regional occupational center or program operated by a joint powers authority that does not receive a principal apportionment or apportionments of state funds, or a consortia of local educational agencies, the commission shall notify the Controller of the local educational agency where the candidate taught and the Controller shall deduct the amount owed from the applicable local educational agency's next principal apportionment or apportionments of state funds, other than basic aid apportionments required by Section 6 of Article IX of the California Constitution.

Grant Number: 2021TRI18

(p) An amount recovered by the commission or deducted by the Controller pursuant to subdivision (o) shall be deposited into the Proposition 98 Reversion Account.

(q) (1) Grant recipients may recover from a sponsored candidate who fails to earn a preliminary credential, or who fails to complete the period of placement, the amount of grant funding invested in the candidate's residency training. The amount to be recovered shall be adjusted proportionately to reflect the service provided if the candidate taught at least one year, but less than four years, at a public school in California.

(2) Costs considered as part of a candidate's residency training for purposes of this subdivision shall not include costs associated with a candidate's compensation package, mentor compensation, or overall program administration and shall be limited to costs incurred that are specific to that candidate, such as tuition and materials.

(r) Grant recipients shall not charge a teacher resident a fee to participate in the Teacher Residency Grant Program.

(s) (1) Notwithstanding subdivision (c), the commission may allocate up to twenty-five million dollars (\$25,000,000) of the amount appropriated pursuant to subdivision (b) to capacity grants that shall be awarded on a competitive basis to local educational agencies or consortia, as designated pursuant to this section, partnering with regionally accredited institutions of higher education to expand, strengthen, improve access to, or create teacher residency programs.

(2) (A) The commission shall determine the number of capacity grants to be awarded and the amount of the applicable grants.

(B) Individual capacity grants shall not exceed two hundred fifty thousand dollars (\$250,000) per grant recipient.

(t) For purposes of making the computations required by Section 8 of Article XVI of the California Constitution, the appropriation made by subdivision (b) shall be deemed to be "General Fund revenues appropriated for school districts," as defined in subdivision (c) of Section 41202, for the 2020–21 fiscal year, and included within the "total allocations to school districts and community college districts from General Fund proceeds of taxes appropriated pursuant to Article XIII B," as defined in subdivision (e) of Section 41202, for the 2020–21 fiscal year.

**SEC. 46.**

Section 44417.5 is added to the Education Code, to read:

**44417.5.**

The commission shall conduct an evaluation of the Teacher Residency Grant Program described in Section 44415.5 to determine the effectiveness of this program in recruiting, developing support systems for, and retaining teachers prepared to teach either in commission-designated shortage areas or in furtherance of subparagraph (B) of paragraph (1) of subdivision (c) of Section 44415.5, and provide a report to the Department of Finance and the appropriate fiscal and policy committees of the Legislature on or before December 1, 2027.

Grant Number: 2021TRI18

**Exhibit A****Budget****(Supplied by Grantee, Updated Appendix G)**

**GAA amount for “2023-24 Additional Funds” is determined by calculating the difference between the total requested grant funds, as indicated on the Updated Appendix G below, and the “Annual Grant Amount” previously disbursed for the program’s 2023-24 cohort.**

<b>Program Component</b>	<b>Grant Funds Requested Per Resident</b>	<b>Targeted # of Residents to Receive this Support Annually</b>	<b>Total Grant Funds Requested</b>
1. Mentor Teacher Professional Development/ Training	\$266.71	17	\$4,534.07
2. Mentor Teacher Stipend (this may include housing stipends)	\$3,000.00	17	\$51,000.00
3. Mentor Teacher Release Time	\$750.00	17	\$12,750.00
4. Teacher Preparation Costs (Tuition, Fees, Books, etc.)	\$0.00	0	\$0.00
5. Salary/Stipend for Residents (this may include living stipends, wages, housing stipends, and benefits commonly included in compensation packages, with a minimum of \$20,000)	\$31,000.00	17	\$527,000.00
6. IHE Faculty Stipends	\$0.00	0	\$0.00
7. IHE Faculty Release Time	\$0.00	0	\$0.00
8. Examination fees for Residents to Earn a Preliminary Credential (TPA, RICA, CSET, etc.)	\$0.00	0	\$0.00
9. Induction Support for Residents who Complete the Program	\$0.00	0	\$0.00
10. Residency program staff costs	\$427.00	17	\$7,259.00
11. Program Administration (five percent (5%) cap on grant funds used for this purpose; no limit on matching funds used for this purpose)	\$1,250.00	17	\$21,250.00
12. Other (describe below)	\$3,306.29	0	\$56,207.00

Grant Number: 2021TRI18

Program Component - Grant Funds Requested Per Resident - Targeted # of Residents to Receive this Support Annually - Total Grant Funds Requested			
Professional Literature for Mentors & Residents - \$200.00 - 17 - \$3,400.00			
Professional Learning Opportunities for Mentors & Residents - \$2,775.00 - 17 - \$47,175			
Professional Learning Opportunities for Mentors & Residents - \$227.71 - 17 - \$3,871.00			
<b>TOTALS</b>	\$40,000.00		\$680,000.07

Updated Appendix G | Page 2 of 4



UNIVERSITY OF CALIFORNIA, BERKELEY

**OUTREACH AGREEMENT/PTA BCMS # 19711 Program Date: 2/15/2024**

This Outreach Agreement ("Agreement") effective as of the date of the parties' final signature below ("Effective Date"), is by and between The Regents of the University of California, a California public corporation ("University"), on behalf of its Lawrence Hall of Science ("The Lawrence") at its Berkeley campus, and Santa Rosa City Schools on behalf of Albert F. Biella Elementary, "Party" hereinafter refers to each Party individually, or collectively as "Parties." This Agreement is subject to cancellation unless total payment or a purchase order in the amount of \$810.00 is received by 1/19/2024. This Agreement terminates the first June 30 following the Effective Date, or the date of the last Program Date, whichever is later, ("Term"), unless earlier terminated in accordance with the terms of this Agreement.

Upon satisfaction of the terms and conditions set forth below, The Lawrence will present the following Programs at the times and locations specified below and on the Schedule below ("Program"):

Site: **Albert F. Biella Elementary**  
Address, City, Zip: **2140 Jennings Ave, Santa Rosa, 95401**

Person making reservation: **Michael Jablonski (Principal)**  
Reserver's Phone: **707-890-3906 (school)**

Contact person at site: **Michael Jablonski (Principal)**  
Contact Email: **mjablonski@srcs.k12.ca.us**  
Site Phone: **707-890-3906 (school)**

**Special considerations:** TITLE 1 Pricing. School has "a solid special education program with strong support" 236 TK-6 attending, 375 total schl pop. All sessions must be held in same room, indoors. Nothing else going on in room during program and all must remain set up, safe & undisturbed during break. 1 hour set up, 1 hour breakdown. Please be sure there is a clear path to the exit during breakdown. **\*\*NOTE:** for your safety and ours, mask wearing is strongly encouraged.\*\* Form 61723, Const ID# 20708431.

**Santa Rosa City Schools on behalf of Albert F. Biella Elementary ("Organization")** will pay the following for presentation of the Program on the Schedule below:

**Cost for 2 session(s): \$735.00**

**\$75 travel fees apply to outreach programs beyond a 20 mile radius. If 80 or more miles away, a \$320 travel fee applies.**

**Travel Cost for 21-79 miles away (flat fee): \$75.00**

**Adjustments:**

**TOTAL PROGRAM COST: \$810.00**

**The following Program(s) have been reserved and will be held at your site:**

Time	Grade(s)	Students	Title	Room
8:55-9:45	TK-3	108	Solids, Liquids, and Gases	MPR
10:30-11:20	Gr 4-6	128	Solids, Liquids, and Gases	MPR

## **Responsibilities of Organization**

### **Agreement(s) and Payment Due Dates**

This contract, with authorized signature, needs to be received on the date indicated in the first paragraph above or your Program will be cancelled. If a consultant Agreement or additional Agreement is required by your Organization, then such Agreement with or prior to Organization's signature of this Agreement, and your payment is due 45 days from today or 6 weeks prior to your Program delivery date (whichever comes first).

**Payments can be made by purchase order, Visa, MasterCard, Discover or American Express, or by a single check made payable to The Regents of the University of California.**

### **Rescheduling**

You may reschedule your Program up to 6 weeks in advance of the delivery date. Rescheduling will be done based on resource availability and cannot be guaranteed.

### **Cancellations**

You may cancel your Program up to 6 weeks in advance of the delivery date with no penalty. For cancellations made less than 6 weeks in advance, no refunds will be issued.

The Lawrence has the right to cancel or modify the Program due to such required or voluntary compliance or due to other health and safety concerns, as determined by The Lawrence in its reasonable discretion, and The Lawrence is not responsible or liable for any losses or damages incurred by Organization or any other party arising out of any such cancellation or modification of the Program. The Lawrence also has the right but not the obligation to deliver the Program remotely, for example, via Zoom or other electronic medium at its discretion.

In the event The Lawrence exercises such right to cancel the Program, Organization will be entitled to a refund of any pre-paid amounts. Organization will not be entitled to any refund or discount for remote delivery of the Program.

### **Program Details**

You are responsible for checking the dates, times and Program title and notifying us within 72 hours from the date we email the contract to you if there is an error so corrections can be made.

### **Maximum Enrollment**

Our maximum number of students per Program is set to ensure the quality and safety of the experience; students exceeding the maximum enrollment will not be admitted. The maximum for your Program is stated on The Lawrence website and in your sales item information.

### **Program Requirements**

Program location must be accessible by elevator and ramps and be available for Program set up and clean up an hour prior to and post the Program delivery times.

All Programs on one day need to take place in the same location.

An Organization staffmember or teacher/school staffmember if the Site is a school needs to be present during all Program presentations.

### **Responsibility for Participants and Volunteers including adult Volunteers.**

All persons participating and/or volunteering in the Program shall be under Organization's care, custody and control (including any Organization-required background checks) during the Program. Organization shall ensure that all participants comply with University rules (whether in-person or remote-delivery activities). The Lawrence reserves the right to remove (or require the Organization to remove) participants that violate University rules (for in-person or remote activities, as applicable). For in-person activities, Organization is responsible for any participants that become

ill during the activities, and for responding to such illness appropriately ( e.g., removal from the activity, isolation, medical care and transport, as applicable).

**Access to University Campus and Facilities**

Organization, its staff, volunteers and all other associates will not travel to University Campus as part of this Agreement without modification of this section.

**General Terms and Conditions**

**Intellectual Property.**

The Regents of the University of California will retain all rights, title, and interest in and to any and all intellectual property delivered or generated in the course of providing services to Client, and no transfer of such intellectual property will be made by such performance or generation.

**Force Majeure**

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement (other than payment obligations) due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, University shall have the option of terminating this Agreement upon written notice to **Santa Rosa City Schools on behalf of Albert F Biella Elementary.**

**Indemnification**

1. **Organization Indemnity.** Organization shall defend, indemnify and hold the Regents of the University of California ("University"), its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Organization, its officers, employees, or agents.
2. **University Indemnity.** University shall defend, indemnify and hold Organization, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

**Insurance**

University will keep in full force and effect self-insurance with coverages as follows:

1. **Commercial Form General Liability Insurance** with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall cover, among other risks, contractual liability, personal injury, property damage, and products liability if applicable.
2. **Workers' Compensation Insurance** as required by applicable law.

# The Lawrence Hall of Science

UNIVERSITY OF CALIFORNIA, BERKELEY

For the general liability coverage, University will endorse Organization as an additional insured. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of University, its officers, agents, or employees.

The University's insurance coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by Organization

#### **Other Matters**

Any terms included in a purchase order issued pursuant to this contract will be binding only as to the terms of payment.

#### **Return of the Signed Agreement**

The Agreement must be signed by an authorized official and returned to the The Lawrence Hall of Science to be valid.

Email to: [lhsreg@berkeley.edu](mailto:lhsreg@berkeley.edu)

Mail to: The Lawrence Hall of Science  
Attn: Registration Office  
1 Centennial Drive  
Berkeley, CA 94720-5200

# The Lawrence

## Hall of Science

UNIVERSITY OF CALIFORNIA, BERKELEY

Outreach Contract#: 19711

Program Date: 2/15/2024

The undersigned is duly authorized by Organization to sign this contract and, if applicable, that Organization is duly authorized to represent third parties receiving the Program hereunder.

### Santa Rosa City Schools on behalf of Albert F. Biella Elementary

By: *Lisa August*  
Signature

Date 1/4/23

Lisa August Associate Superintendent  
Name and Title

### University

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

Date

\_\_\_\_\_  
Name and Title

### Space Below for staff only:

Date Taken: 12/13/24 by: RM Review/Sent: 12/14/23 By: RM  
Agreement Rec'd: \_\_\_\_\_ Sent to legal: \_\_\_\_\_ Ret'd from legal: \_\_\_\_\_ Ret'd to School: \_\_\_\_\_  
BCMS#: \_\_\_\_\_ BCMS Entered on: \_\_\_\_\_ By: \_\_\_\_\_ Fully executed on: \_\_\_\_\_  
Amount Rec'd: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_ Map to: \_\_\_\_\_  
PO#: \_\_\_\_\_ Amount: \_\_\_\_\_ Rec'd On: \_\_\_\_\_  
Ck. Or CC. Rec'd on: \_\_\_\_\_ Amount: \_\_\_\_\_ Receipt: \_\_\_\_\_

**The  
Lawrence  
Hall of  
Science**

UNIVERSITY OF CALIFORNIA, BERKELEY

*Scanned to  
Slimeona 10/18*

**OUTREACH AGREEMENT/PTA BCMS # 19709 Program Date: 2/8/2024**

This Outreach Agreement ("Agreement") effective as of the date of the parties' final signature below ("Effective Date"), is by and between The Regents of the University of California, a California public corporation ("University"), on behalf of its Lawrence Hall of Science ("The Lawrence") at its Berkeley campus, and Santa Rosa City Schools District on behalf of Brook Hill Elementary, "Party" hereinafter refers to each Party individually, or collectively as "Parties." This Agreement is subject to cancellation unless total payment or a purchase order in the amount of \$ .00 is received by 1/12/2024. This Agreement terminates the first June 30 following the Effective Date, or the date of the last Program Date, whichever is later, ("Term"), unless earlier terminated in accordance with the terms of this Agreement.

Upon satisfaction of the terms and conditions set forth below, The Lawrence will present the following Programs at the times and locations specified below and on the Schedule below ("Program"):

Site: **Brook Hill Elementary**  
Address, City, Zip: **1850 Vallejo St, Santa Rosa, 95404**

Person making reservation: **Indy Monday (Principal)**  
Reserver's Phone: **707-890-3915 x71105**

Contact person at site: **Indy Monday (Principal)**  
Contact Email: **imonday@srcs.k12.ca.us**  
Site Phone: **707-890-3915**

**Special considerations:** EVENING Family Event . 300 students total, Grades TK-6. TITLE 1 pricing. Over 60% of students are ELs & have a large Special Education population. All sessions must be held in same room, indoors. Nothing else going on in room during program and all must remain set up, safe & undisturbed during breaks. 1 hour set up, 1 hour breakdown. Please be sure there is a clear path to the exit during breakdown. **\*\*NOTE:** for your safety and ours, mask wearing is strongly encouraged.\* **VOLUNTEER REQUIREMENT for Festivals:** \*10-12 adult volunteers required to arrive by 4:00PM (30 minutes prior to start of program). Forms 61671, Const # 20708567.

**Santa Rosa City Schools District on behalf of Brook Hill Elementary ("Organization")** will pay the following for presentation of the Program on the Schedule below:

**Cost for 2 session(s): \$840.00**

**\$0 travel fee for outreach programs 0-79 mile radius. If 80 or more miles away, a \$320 travel fee applies.**

**Travel Cost for 0-79 miles away (flat fee): \$ 0.00**

**Adjustments:**

**TOTAL PROGRAM COST: \$ 840.00**

The following Program(s) have been reserved and will be held at your site:

Time	Grade(s)	Students	Title	Room
4:30-5:20	K-6	150 maximum	Build, Engineer, and Invent!	MPR
5:30-6:20	K-6	150 maximum	Build, Engineer, and Invent!	MPR

### **Responsibilities of Organization**

#### **Agreement(s) and Payment Due Dates**

This contract, with authorized signature, needs to be received on the date indicated in the first paragraph above or your Program will be cancelled. If a consultant Agreement or additional Agreement is required by your Organization, then such Agreement with or prior to Organization's signature of this Agreement, and your payment is due 45 days from today or 6 weeks prior to your Program delivery date (whichever comes first).

**Payments can be made by purchase order, Visa, MasterCard, Discover or American Express, or by a single check made payable to The Regents of the University of California.**

#### **Rescheduling**

You may reschedule your Program up to 6 weeks in advance of the delivery date. Rescheduling will be done based on resource availability and cannot be guaranteed.

#### **Cancellations**

You may cancel your Program up to 6 weeks in advance of the delivery date with no penalty. For cancellations made less than 6 weeks in advance, no refunds will be issued.

The Lawrence has the right to cancel or modify the Program due to such required or voluntary compliance or due to other health and safety concerns, as determined by The Lawrence in its reasonable discretion, and The Lawrence is not responsible or liable for any losses or damages incurred by Organization or any other party arising out of any such cancellation or modification of the Program. The Lawrence also has the right but not the obligation to deliver the Program remotely, for example, via Zoom or other electronic medium at its discretion.

In the event The Lawrence exercises such right to cancel the Program, Organization will be entitled to a refund of any pre-paid amounts. Organization will not be entitled to any refund or discount for remote delivery of the Program.

#### **Program Details**

You are responsible for checking the dates, times and Program title and notifying us within 72 hours from the date we email the contract to you if there is an error so corrections can be made.

#### **Maximum Enrollment**

Our maximum number of students per Program is set to ensure the quality and safety of the experience; students exceeding the maximum enrollment will not be admitted. The maximum for your Program is stated on The Lawrence website and in your sales item information.

#### **Program Requirements**

Program location must be accessible by elevator and ramps and be available for Program set up and clean up an hour prior to and post the Program delivery times.

All Programs on one day need to take place in the same location.

An Organization staffmember or teacher/school staffmember if the Site is a school needs to be present during all Program presentations.

#### **Responsibility for Participants and Volunteers including adult Volunteers.**

All persons participating and/or volunteering in the Program shall be under Organization's care, custody and control (including any Organization-required background checks) during the Program. Organization shall ensure that all participants comply with University rules (whether in-person or remote-delivery activities). The Lawrence reserves the right to remove (or require the Organization to remove) participants that violate University rules (for in-person or remote activities, as applicable). For in-person activities, Organization is responsible for any participants that become

# The Lawrence Hall of Science

UNIVERSITY OF CALIFORNIA, BERKELEY

ill during the activities, and for responding to such illness appropriately ( e.g., removal from the activity, isolation, medical care and transport, as applicable).

#### **Access to University Campus and Facilities**

Organization, its staff, volunteers and all other associates will not travel to University Campus as part of this Agreement without modification of this section.

### **General Terms and Conditions**

#### **Intellectual Property.**

The Regents of the University of California will retain all rights, title, and interest in and to any and all intellectual property delivered or generated in the course of providing services to Client, and no transfer of such intellectual property will be made by such performance or generation.

#### **Force Majeure**

Neither Party shall be deemed to be in default of or to have breached any provision of this Agreement (other than payment obligations) due to a delay, failure in performance or interruption of service, if such performance or service are impossible to execute, illegal or commercially impracticable, because of the following "force majeure" occurrences: acts of God, acts of civil or military authorities, civil disturbances, wars, strikes or other labor disputes, transportation contingencies, freight embargoes, acts or orders of any government or agency or official thereof, earthquakes, fires, floods, unusually severe weather, epidemics, pandemics, quarantine restrictions and other catastrophes or any other similar occurrences beyond such party's reasonable control. In every case, the delay or failure in performance or interruption of service must be without the fault or negligence of the Party claiming excusable delay and the Party claiming excusable delay must promptly notify the other Party of such delay. Performance time under this Agreement shall be considered extended for a period of time equivalent to the time lost because of the force majeure occurrence; provided, however, that if any such delay continues for a period of more than thirty (30) days, University shall have the option of terminating this Agreement upon written notice to Santa Rosa City Schools District on behalf of Brook Hill Elementary.

#### **Indemnification**

1. **Organization Indemnity.** Organization shall defend, indemnify and hold the Regents of the University of California ("University"), its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of Organization, its officers, employees, or agents.
2. **University Indemnity.** University shall defend, indemnify and hold Organization, its officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorneys' fees), or claims for injury or damages arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of University, its officers, employees, or agents.

#### **Insurance**

University will keep in full force and effect self-insurance with coverages as follows:

1. **Commercial Form General Liability Insurance** with minimum limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate. This policy shall cover, among other risks, contractual liability, personal injury, property damage, and products liability if applicable.
2. **Workers' Compensation Insurance** as required by applicable law.

**The  
Lawrence  
Hall of  
Science**

UNIVERSITY OF CALIFORNIA, BERKELEY

For the general liability coverage, University will endorse Organization as an additional insured. This provision will only apply in proportion to and to the extent of the negligent acts or omissions of University, its officers, agents, or employees.

The University's insurance coverage will be primary and will not participate with or be excess over any valid and collectible insurance or program of self-insurance carried or maintained by Organization

**Other Matters**

Any terms included in a purchase order issued pursuant to this contract will be binding only as to the terms of payment.

**Return of the Signed Agreement**

The Agreement must be signed by an authorized official and returned to the The Lawrence Hall of Science to be valid.

Email to: lhsreg@berkeley.edu  
Mail to: The Lawrence Hall of Science  
Attn: Registration Office  
1 Centennial Drive  
Berkeley, CA 94720-5200

**The  
Lawrence  
Hall of  
Science**

UNIVERSITY OF CALIFORNIA, BERKELEY

Outreach Contract#: 19709

Program Date: 2/8/2024

The undersigned is duly authorized by Organization to sign this contract and, if applicable, that Organization is duly authorized to represent third parties receiving the Program hereunder.

**Santa Rosa City Schools District on behalf of Brook Hill Elementary**

By: *Lisa August*  
Signature

Date 1/4/23

Lisa August Associate Superintendent  
Name and Title

**University**

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

Date

\_\_\_\_\_  
Name and Title

**Space Below for staff only:**

Date Taken: \_\_\_\_\_ by: \_\_\_\_\_ RM Review/Sent: 12/14/23 By: \_\_\_\_\_ RM  
Agreement Rec'd: \_\_\_\_\_ Sent to legal: \_\_\_\_\_ Ret'd from legal: \_\_\_\_\_ Ret'd to School: .  
BCMS#: \_\_\_\_\_ BCMS Entered on: \_\_\_\_\_ By: \_\_\_\_\_ Fully executed on: \_\_\_\_\_  
Amount Rec'd: \_\_\_\_\_ Date: \_\_\_\_\_ Receipt #: \_\_\_\_\_ Map to: \_\_\_\_\_  
PO#: \_\_\_\_\_ Amount: \_\_\_\_\_ Rec'd On: \_\_\_\_\_  
Ck. Or CC. Rec'd on: \_\_\_\_\_ Amount: \_\_\_\_\_ Receipt: \_\_\_\_\_

# Hur Flooring Co.

License# 604929, DIR# 100006707



15204 Stagg Street  
Van Nuys, CA 91405  
(818)700-4985  
(818)701-0785 Fax

[www.hurflooring.com](http://www.hurflooring.com)

## CONTRACT & PROPOSAL

Date: 12/12/2023

Rev.#1: Bond has been added, and change the job name

**Proposal submitted to:** Santa Rosa City Schools  
**Att.:** Erik Oden  
**Address:** 211 Ridgeway Ave.  
Santa Rosa, CA 95401  
**Phone:** (707) 890-3800 ext. 80231  
**Email:** [eoden@srcs.k12.ca.us](mailto:eoden@srcs.k12.ca.us)

**Job Name:** Cesar Chavez Language Academy Floor Re-finish  
**Job Address:** 2480 Sebastopol Rd,  
Santa Rosa, CA 95407  
**Addendums:** N.A  
**Architect:** N.A

WE HEREBY PROPOSE TO FURNISH MATERIAL AND LABOR FOR THE COMPLETION OF,

**Room/s:** As mentioned below  
**Spec. section/s:** As mentioned below

### Scope Of Work Description:

Furnish Material & Labor to Refinish The existing gymnasium maple floor (about 6,120 sq.ft) by sanding down the existing wood floor to the bare wood, adding two clear water-based sealer coats and two clear water-based finish coats. Including all the game lines, lettering, and the boarder as needed to match the existing, and up to 12' dia. logo in the middle as per the new provided design. Price includes the bond.

### Allowance/s:

Furnish Labor to remove and re-install the existing bleachers. \$ 4,180.80

### Note:

Bid per Maple Flooring Manufacturers Association (MFMA) position Statements.  
Required 1/8" in any 10' radius concrete & structural plywood surface tolerance provided by others.

We are Signatories of Carpenters & Floor Layers.

### Exclusions:

U.N.O in the above-mentioned scope of work, the following items are excluded from the scope of work and the proposal price:  
- Furnish and install athletic equipment and/or sleeves.  
- Demolition, remove and re-install any of the existing equipment, furniture, or Bleachers.

- Allowance and/or Optional items, if any, are not included in the below price.

**Total For Job: \$27,582.83 (Twenty-Seven Thousand Five Hundred Eighty-Two & 83/100 Dollars)**

**Payment Schedule:** Progress

**Validity Of The Proposal:** 45 Days

**DATE OF ACCEPTANCE:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

Acceptance of contract & proposal. You are authorized to do the work as specified. All the work to be completed in a workmanlike manner. Any alteration or deviation from above will become a change order. This agreement is contingent upon strikes. Accidents or delays beyond our control.

Collection Expenses. If a legal action or other proceeding is instituted to enforce collection of amounts due under this agreement, the client agrees to pay all the costs of collection, including reasonable attorney's fees



**Invoice  
#24930**

**Bill To:**  
SANTA ROSA CITY  
SCHOOLS  
211 RIDGWAY AVE  
ATTN PURCHASING  
SANTA ROSA, CA  
95401-4320

**Ship To:**  
SANTA ROSA CITY SCHOOLS  
211 RIDGWAY AVE  
ATTN WAREHOUSE - CENTRAL  
RECEIVING  
SANTA ROSA, CA 95401-4320

**Sold To:**  
SANTA ROSA CITY  
SCHOOLS  
211 RIDGWAY AVE  
ATTN PURCHASING  
SANTA ROSA, CA  
95401-4320

**Remit To:**  
DEVELOPMENT GROUP, INC.  
32880 COLLECTIONS CENTER  
DR  
CHICAGO, IL 60693-0328

Invoice Date: 10/20/2023	Customer PO: Invoice / Project 1298	Sales Person: jjones	Invoice Preference: Via Email
Payment Terms: Net 30	Shipment Via:	Contract Program:	

Qty	Product	Description	Unit Price	Ext'd Price	Tax
1	BOND	Assurance BOND	6,533.00	6,533.00	
			Subtotal	6,533.00	
			Handling		0.00
			Sales Tax (9.25%)		0.00
			Shipping		0.00
			Total		6,533.00
			Balance		6,533.00



## About Sales Tax

Items sold by Development Group, Inc. and shipped to destinations in California and Nevada are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

## Company & Payment Information

### Mailing Address

Development Group, Inc.  
PO Box 991484  
Redding, CA 96099-1484

Phone: (530) 229-0071  
Fax: (530) 248-3415

### Office Locations

Development Group, Inc.  
6704 Lockheed Dr  
Redding, CA 96002

### Payment Information

#### For USPS

Development Group, Inc.  
32880 Collections Center Dr  
Chicago, IL 60693

#### For Overnight Delivery

Bank of America Lockbox  
Services  
Development Group, Inc.  
32880 Collections Center Dr  
Chicago, IL 60693

Federal Tax ID: 26-3740919

### Wire Transfer Information

#### Domestic Wire Transfer (U.S.)

Wire Routing Transit Number (RTN):  
026009593  
SWIFT Code: BOFAUS3N  
Bank Name: Bank of America  
Address: 135 S. LaSalle, Chicago, IL  
60603  
Account Number: 8188065595  
Title of Account:  
HCA/DEVELOPMENT GROUP  
Contact: Rudy Johnson (216)  
776-4834

### ACH Information

#### ACH Transfer (U.S.)

Routing Transit Number (RTN):  
071000039  
SWIFT Code: BOFAUS3N  
Bank Name: Bank of America  
Address: 135 S. LaSalle, Chicago, IL  
60603  
Account Number: 8188065595  
Title of Account:  
HCA/DEVELOPMENT GROUP  
Contact: Rudy Johnson (216)  
776-4834

Note: All wire transfers must be made in US Dollars



**INTERWEST**  
INSURANCE SERVICES, LLC

PO Box 8110  
Chico, CA 95927-8110  
Phone: (530) 895-1010  
(800) 873-3725  
Lic. # 0B01094

<b>Invoice # 98564</b>	Page 1 of 1
Agency Client Code	Date
DEVEGRO-01	10/6/2023
BALANCE DUE ON	
10/6/2023	
AMOUNT PAID	Amount Due
	\$6,533.00

DQUINTERO

**Development Group, Inc**  
**6704 Lockheed Drive**  
**Redding, CA 96002**

Contract Bond	Policy Number: 7457711	Effective: 10/6/2023 to 10/6/2024
---------------	------------------------	-----------------------------------

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
1386840	10/6/2023	10/6/2023	RENB	Bonds - Santa Rosa City Schools \$217,765.08	\$6,533.00

Proposal #30157 Professional Services for Proposal 30150 (QTY 540 ViewSonic Displays) for \$170,192.82  
Proposal #30158 Professional Services for Proposal 30153 (QTY 520 Lightspeed Audio Systems) for \$47,572.26

**Total Invoice Balance: \$6,533.00**

We are pleased to offer secure, online payment option. The web address is: <https://iwins.epaypolicy.com>  
You will need your client code and invoice number located at the top right corner of this invoice.

Please reference our invoice number or return a copy of this invoice with your payment.  
Make payment to: InterWest Insurance Services, LLC  
P. O. Box 8110, Chico, CA 95927-8110

Thank you for your business!



**Invoice**  
**#24931**

**Bill To:**  
SANTA ROSA CITY  
SCHOOLS  
211 RIDGWAY AVE  
ATTN PURCHASING  
SANTA ROSA, CA  
95401-4320

**Ship To:**  
SANTA ROSA CITY SCHOOLS  
211 RIDGWAY AVE  
ATTN WAREHOUSE - CENTRAL  
RECEIVING  
SANTA ROSA, CA 95401-4320

**Sold To:**  
SANTA ROSA CITY  
SCHOOLS  
211 RIDGWAY AVE  
ATTN PURCHASING  
SANTA ROSA, CA  
95401-4320

**Remit To:**  
DEVELOPMENT GROUP, INC.  
32880 COLLECTIONS CENTER  
DR  
CHICAGO, IL 60693-0328

Invoice Date: 10/20/2023	Customer PO: Invoice / Project 1298	Sales Person: jjones	Invoice Preference: Via Email
Payment Terms: Net 30	Shipment Via:	Contract Program:	

Qty	Product	Description	Unit Price	Ext'd Price	Tax
1	BOND	Assurance BOND	16,522.00	16,522.00	
			Subtotal	16,522.00	
			Handling		0.00
			Sales Tax (9.25%)		0.00
			Shipping		0.00
			Total		16,522.00
			Balance		16,522.00



## About Sales Tax

Items sold by Development Group, Inc. and shipped to destinations in California and Nevada are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

## Company & Payment Information

### Mailing Address

Development Group, Inc.  
PO Box 991484  
Redding, CA 96099-1484

Phone: (530) 229-0071  
Fax: (530) 248-3415

### Office Locations

Development Group, Inc.  
6704 Lockheed Dr  
Redding, CA 96002

### Payment Information

**For USPS**  
Development Group, Inc.  
32880 Collections Center Dr  
Chicago, IL 60693

**For Overnight Delivery**  
Bank of America Lockbox  
Services  
Development Group, Inc.  
32880 Collections Center Dr  
Chicago, IL 60693

Federal Tax ID: 26-3740919

### Wire Transfer Information

**Domestic Wire Transfer (U.S.)**  
Wire Routing Transit Number (RTN):  
026009593  
SWIFT Code: BOFAUS3N  
Bank Name: Bank of America  
Address: 135 S. LaSalle, Chicago, IL  
60603  
Account Number: 8188065595  
Title of Account:  
HCA/DEVELOPMENT GROUP  
Contact: Rudy Johnson (216)  
776-4834

### ACH Information

**ACH Transfer (U.S.)**  
Routing Transit Number (RTN):  
071000039  
SWIFT Code: BOFAUS3N  
Bank Name: Bank of America  
Address: 135 S. LaSalle, Chicago, IL  
60603  
Account Number: 8188065595  
Title of Account:  
HCA/DEVELOPMENT GROUP  
Contact: Rudy Johnson (216)  
776-4834

Note: All wire transfers must be made in US Dollars



**INTERWEST**  
INSURANCE SERVICES, LLC

PO Box 8110  
Chico, CA 95927-8110  
Phone: (530) 895-1010  
(800) 873-3725  
Lic. # 0B01094

<b>Invoice # 98540</b>	Page 1 of 1
Agency Client Code	Date
DEVEGRO-01	10/6/2023
BALANCE DUE ON	
10/6/2023	
AMOUNT PAID	Amount Due
	\$16,522.00

DQUINTERO

**Development Group, Inc**  
6704 Lockheed Drive  
Redding, CA 96002

Contract Bond	PolicyNumber: 7457710	Effective: 10/6/2023 to 10/6/2024
---------------	-----------------------	-----------------------------------

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
1386504	10/6/2023	10/6/2023	RENB	Supply Bond - Santa Rosa City Schools \$550,720.82	\$16,522.00
Proposal # 30440- (540) Viewsonic Wireless 75" Interactive Displays with Carts Bundle - As per PEPPM- Group 3 (QTY 152)					
<b>Total Invoice Balance:</b>					<b>\$16,522.00</b>

We are pleased to offer secure, online payment option. The web address is: <https://lwins.epaypolicy.com>  
You will need your client code and invoice number located at the top right corner of this invoice.

Please reference our invoice number or return a copy of this invoice with your payment.  
Make payment to: InterWest Insurance Services, LLC  
P. O. Box 8110, Chico, CA 95927-8110

Thank you for your business!



**Invoice**  
**#24569**

**Bill To:**  
SANTA ROSA CITY  
SCHOOLS  
211 RIDGWAY AVE  
ATTN PURCHASING  
SANTA ROSA, CA  
95401-4320

**Ship To:**  
SANTA ROSA CITY SCHOOLS  
211 RIDGWAY AVE  
ATTN WAREHOUSE - CENTRAL  
RECEIVING  
SANTA ROSA, CA 95401-4320

**Sold To:**  
SANTA ROSA CITY  
SCHOOLS  
211 RIDGWAY AVE  
ATTN PURCHASING  
SANTA ROSA, CA  
95401-4320

**Remit To:**  
DEVELOPMENT GROUP, INC.  
32880 COLLECTIONS CENTER  
DR  
CHICAGO, IL 60693-0328

Invoice Date: 8/3/2023	Customer PO: Project 1298	Sales Person: jjones	Invoice Preference: Via Email
Payment Terms: Net 30	Shipment Via: Not Supplied	Contract Program:	

Qty	Product	Description	Unit Price	Ext'd Price	Tax
1	BOND	Supply Bond for Group 1 Order - Proposal 30150/30153 (Classroom Technology Upgrades - Phase II Rollout)	22,195.00	22,195.00	
			Subtotal	22,195.00	
			Handling	0.00	
			Sales Tax (9.25%)	0.00	
			Shipping	0.00	
			Total	22,195.00	
			Balance	22,195.00	



## About Sales Tax

Items sold by Development Group, Inc. and shipped to destinations in California and Nevada are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

## Company & Payment Information

### Mailing Address

Development Group, Inc.  
PO Box 991484  
Redding, CA 96099-1484

Phone: (530) 229-0071  
Fax: (530) 248-3415

### Office Locations

Development Group, Inc.  
6704 Lockheed Dr  
Redding, CA 96002

### Payment Information

**For USPS**  
Development Group, Inc.  
32880 Collections Center Dr  
Chicago, IL 60693

**For Overnight Delivery**  
Bank of America Lockbox  
Services  
Development Group, Inc.  
32880 Collections Center Dr  
Chicago, IL 60693

Federal Tax ID: 26-3740919

### Wire Transfer Information

**Domestic Wire Transfer (U.S.)**  
Wire Routing Transit Number (RTN):  
026009593  
SWIFT Code: BOFAUS3N  
Bank Name: Bank of America  
Address: 135 S. LaSalle, Chicago, IL  
60603  
Account Number: 8188065595  
Title of Account:  
HCA/DEVELOPMENT GROUP  
Contact: Rudy Johnson (216)  
776-4834

### ACH Information

**ACH Transfer (U.S.)**  
Routing Transit Number (RTN):  
071000039  
SWIFT Code: BOFAUS3N  
Bank Name: Bank of America  
Address: 135 S. LaSalle, Chicago, IL  
60603  
Account Number: 8188065595  
Title of Account:  
HCA/DEVELOPMENT GROUP  
Contact: Rudy Johnson (216)  
776-4834

Note: All wire transfers must be made in US Dollars



PO Box 8110  
Chico, CA 95927-8110  
Phone: (530) 895-1010  
(800) 873-3725  
Lic. # 0B01094

<b>Invoice # 94444</b>	Page 1 of 1
Agency Client Code	Date
DEVEGRO:01	7/31/2023
BALANCE DUE ON	
7/28/2023	
AMOUNT PAID	Amount Due
	\$22,195.00

LCOLLODI

**Development Group, Inc**  
**6704 Lockheed Drive**  
**Redding, CA 96002**

Contract Bond	Policy Number: 7453772	Effective: 7/28/2023 to 7/28/2024
---------------	------------------------	-----------------------------------

Item #	Trans Eff Date	Due Date	Trans	Description	Amount
1332192	7/28/2023	7/28/2023	RENB	Supply Bond- Santa Rosa City Schools @ \$739,828.33	\$22,195.00
Proposal # 30438					

**Total Invoice Balance: \$22,195.00**

Please reference our invoice number or return a copy of this invoice with your payment.  
Make payment to: InterWest Insurance Services, LLC  
P. O. Box 8110, Chico, CA 95927-8110

Thank you for your business!



**Invoice  
#24840**

Bill To:  
SANTA ROSA CITY  
SCHOOLS  
211 RIDGWAY AVE  
ATTN PURCHASING  
SANTA ROSA, CA  
95401-4320

Ship To:  
SANTA ROSA CITY SCHOOLS  
211 RIDGWAY AVE  
ATTN WAREHOUSE - CENTRAL  
RECEIVING  
SANTA ROSA, CA 95401-4320

Sold To:  
SANTA ROSA CITY  
SCHOOLS  
211 RIDGWAY AVE  
ATTN PURCHASING  
SANTA ROSA, CA  
95401-4320

Remit To:  
DEVELOPMENT GROUP, INC.  
32880 COLLECTIONS CENTER  
DR  
CHICAGO, IL 60693-0328

Invoice Date: 10/2/2023	Customer PO: Invoice	Sales Person: jjones	Invoice Preference: Via Email
Payment Terms: Net 30	Shipment Via:	Contract Program:	

Qty	Product	Description	Unit Price	Ext'd Price	Tax
1	BOND	Assurance BOND	21,942.00	21,942.00	
			Subtotal	21,942.00	
			Handling	0.00	
			Sales Tax (9.25%)	0.00	
			Shipping	0.00	
			Total	21,942.00	
			Balance	21,942.00	



## About Sales Tax

Items sold by Development Group, Inc. and shipped to destinations in California and Nevada are subject to sales tax.

If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time and invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged.

## Company & Payment Information

### Mailing Address

Development Group, Inc.  
PO Box 991484  
Redding, CA 96099-1484

Phone: (530) 229-0071  
Fax: (530) 248-3415

### Office Locations

Development Group, Inc.  
6704 Lockheed Dr  
Redding, CA 96002

### Payment Information

#### For USPS

Development Group, Inc.  
32880 Collections Center Dr  
Chicago, IL 60693

#### For Overnight Delivery

Bank of America Lockbox  
Services  
Development Group, Inc.  
32880 Collections Center Dr  
Chicago, IL 60693

Federal Tax ID: 26-3740919

### Wire Transfer Information

#### Domestic Wire Transfer (U.S.)

Wire Routing Transit Number (RTN):  
026009593  
SWIFT Code: BOFAUS3N  
Bank Name: Bank of America  
Address: 135 S. LaSalle, Chicago, IL  
60603  
Account Number: 8188065595  
Title of Account:  
HCA/DEVELOPMENT GROUP  
Contact: Rudy Johnson (216)  
776-4834

### ACH Information

#### ACH Transfer (U.S.)

Routing Transit Number (RTN):  
071000039  
SWIFT Code: BOFAUS3N  
Bank Name: Bank of America  
Address: 135 S. LaSalle, Chicago, IL  
60603  
Account Number: 8188065595  
Title of Account:  
HCA/DEVELOPMENT GROUP  
Contact: Rudy Johnson (216)  
776-4834

Note: All wire transfers must be made in US Dollars



**INTERWEST**  
INSURANCE SERVICES, LLC

PO Box 8110  
Chico, CA 95927-8110  
Phone: (530) 895-1010  
(800) 873-3725  
Lic. # 0B01094

<b>Invoice # 97554</b>	Page 1 of 1
Agency Client Code	Date
DEVEGRO-01	9/26/2023
BALANCE DUE ON:	
9/26/2023:	
AMOUNT PAID:	Amount Due:
	\$21,942.00

LCOLLODI

**Development Group, Inc**  
6704 Lockheed Drive  
Redding, CA 96002

Contract Bond	PolicyNumber: 7453794	Effective: 9/26/2023 to 9/26/2024
---------------	-----------------------	-----------------------------------

Item #	Trans Eff. Date	Due Date	Trans	Description	Amount
1377451	9/26/2023	9/26/2023	RENB	Supply Bond- Santa Rosa City Schools \$731,398.58	\$21,942.00

Proposal #30439 (540) Viewsonic Wireless 75" Interactive Displays with Carts Bundle As per PEPPM - Group 2 (QTY 193)

**Total Invoice Balance: \$21,942.00**

Please reference our invoice number or return a copy of this invoice with your payment.  
Make payment to: InterWest Insurance Services, LLC  
P. O. Box 8110, Chico, CA 95927-8110

Thank you for your business!

October 31, 2023

Dear Robert,

The following is the service agreement for your upcoming scheduled ***Challenging Behaviors: How to Prevent, Reduce, and Replace*** workshop. Enclosed you will find the following forms:

- **Memorandum of Agreement**
- **Supplementary Details Form**
- **Audio Visual Checklist**
- **Information Worksheet**
- **Travel Worksheet**

The *Memorandum of Agreement, Supplementary Details Form, Information Worksheet, and Travel Worksheet* will all need to be reviewed, completed, signed, and either faxed or scanned/ e-mailed to my attention in order to secure the dates by **December 1, 2023**. Failure to return all the necessary forms by the date listed above will void any date(s) being held for you.

Once our business office receives all the necessary paperwork, our Client Service Coordinator, Kristina Besaw will be in contact with you to discuss materials and details for the service dates. If you have any questions regarding the logistics for this training, you may contact Kristina Besaw directly at [kbesaw@pecs.com](mailto:kbesaw@pecs.com) or 302.368.2515.

Best Regards,

David Battista  
Director of Operations  
Pyramid Educational Consultants  
350 Churchmans Road, Suite B  
New Castle, DE 19720  
**Phone:** 888-732-7462  
**Fax:** 302-368-2516  
**Website:** [www.pecs.com](http://www.pecs.com)  
**Email:** [david@pecs.com](mailto:david@pecs.com)

# MEMORANDUM OF AGREEMENT BETWEEN PYRAMID EDUCATIONAL CONSULTANTS, LLC. AND SANTA ROSA CITY SCHOOLS

DATE	SERVICE	PRESENTER	PRESENTER FEES	ESTIMATED EXPENSES	
				TRAVEL	LODGING
January 26, 2024	Challenging Behaviors	Anne K. Overcash, M.Ed.	\$3,250.00	\$900.00	\$165.00
WORKSHOP					
WORKSHOP		REQUIRED PRODUCTS	PRICE PER UNIT		
Challenging Behaviors		Pre-Bound Handout Packets	\$7.50* per participant		
*A 15% shipping/handling fee will be added to the total amount of required materials ordered for your workshop					
ASHA CEUs	If you elect to obtain American Speech-Language-Hearing Association Continuing Education Units (ASHA CEUs) for your organization's members, the following fee will be assessed.			\$325.00 per year	

Please check the box if your district and or organization will require ASHA CEUs

### ASHA CEUS AND COURSE CREDIT

The client is required to submit and pay for any credits offered to the participants. Pyramid Educational Consultants does not automatically register client-hosted workshops for ASHA Credits, teacher credits, or any other organizational credits. We do offer an option to register the course with ASHA to allow participants to receive credit, however the client must contact the Pyramid ASHA Administrator, David Battista, 45 days prior to the service start date in order to be eligible for submission. ASHA CEUs may not be acquired after the workshop start date. The ASHA CEU fee will only be charged once per calendar year for each client, regardless of the amount of trainings the client holds. Please confirm ASHA CEUs by checking the above box on this document and we will send the necessary ASHA CEU documentation. Any promotional materials which includes ASHA CEU offering information must be approved by Pyramid Educational Consultants before distributing.

### ESTIMATED TRAVEL AND LODGING COSTS

The client is responsible for the actual travel costs. If travel and lodging costs are concerns of the client, then it is the client's responsibility to ascertain, to the best of their ability, what those costs will total. Any travel or lodging costs provided are estimates, provided as a courtesy to our clients. The actual cost of these items may vary substantially from our estimates. The client will be billed for our actual costs.

### TRAVEL

In the past, Pyramid has tried to accommodate the travel policies that many of our clients had in place. However, this is no longer the case; experience has taught us that many of our clients' travel policies do not reflect the realities of the kinds of travel that we do. Our consultants travel a lot. They are usually on a tight schedule, leaving one client and traveling to another. Dealing with traffic jams, delayed trains, and cancelled flights is a part of their everyday life. In order to keep all their commitments, it is crucial that they handle all of their own travel and lodging arrangements.

Therefore, our consultants will choose, book, confirm, and pay for all of their own travel and lodging. Travel includes, but may not be limited to, airfares, train fares, rental cars, cabs, airport shuttle buses, and parking fees. Lodging shall be in a standard, business-class hotel, the price of which varies by location. Examples include, but may not be limited to, Hampton Inn, Courtyard by Marriott, Residence Inn, and Embassy Suites.

### EXCHANGE OF CONTRACTS

We are often asked to exchange contracts with a client. They sign ours; we sign theirs. Sometimes the contracts have conflicting provisions that are easily resolved. However, sometimes the provisions in conflict involve our Cancellations or Travel clause. We will not modify or waive either clause.

### PAYMENT

We will bill you for all services and any associated materials and expenses after services are rendered. Payment, in full, is due 30 days after the receipt of this bill. Interest will accrue at the rate of 1% per month on balances that remain outstanding after 30 days. All funds are to be paid in U.S. Dollars.

### PREPAYMENT OPTION

We offer a 5% discount for prepaying consulting/training presenter fees. If you fill out the "Prepayment Invoice" section of this contract, we will send you an invoice for the fees and estimated expenses immediately after you return this document. You may prepay for your entire workshop and gain this 5% discount based on the generated invoice. After services are rendered, we will refund any overpayment (or bill you for the balance of any underpayment) that differs from the estimated expenses.

\_\_\_\_\_ CLIENT INITIALS

## Pyramid Educational Consultants

*The source for services designed to enhance the lives of children and adults with autism and related developmental disabilities*

Prepayments must be made in full; no discount will be given for any partial prepayments. In either case we will provide you with copies of the documents that support our actual expenses. In no case will we provide any additional invoices, credit memos, or other documentation unless it is to correct an error. Prepayments must be received at Pyramid Educational Consultants, 350 Churchmans Road, Suite B, New Castle, DE 19720 (not just mailed, sent, postmarked, etc.) three business days before services commence.

### **CANCELLATIONS**

If the client cancels, for any reason, the client is liable for the entire service fee (presenter fees) and any costs incurred (such as airline tickets) as of the date of cancellation. If Pyramid is able to re-book the date(s) with another client and re-use airline tickets, hotel reservations, etc. the canceling client will be liable only for any difference in service fees and any costs that could not be transferred to the new client.

### **GROUP SIZE**

The maximum size for workshop is 40 people. You may not exceed this number without explicit permission to do so.

### **PRESENTERS/CONSULTANTS**

In some cases, it may be necessary to switch presenters or consultants, due to illness, transportation delays, or cancellations. If this is the case, you will be notified as soon as possible. You will not be charged the difference if a more costly presenter/consultant is substituted. You will be credited the difference if a less costly presenter/consultant is substituted.

### **CONTACT TIME**

The Challenging Behaviors workshop requires a total of 6.5 hours of contact time; this does not include lunch or breaks. The workshop may not be scheduled to start earlier than 7:00 am or end later than 4:00 pm local time. Participants not receiving the entire 6.5 hours of contact time shall not receive a Certificate of Completion.

### **FACILITATOR**

The Client is responsible for assuring that a facilitator is present for the duration of the workshop. The facilitator must ensure that all audiovisual equipment is set up properly and ready to use, facilitating the sign in and registration process.

### **ROOM SET UP**

We require classroom style seating for all participants, which include table/desk area for writing and ample space for presenters to observe and make recommendations to all participants. Two chairs and two flat worktables approximately 6 feet long, 3 feet wide, and 2.5 feet high are needed in the front of the room for presenter materials. Additional audio-visual equipment is required which is specified below.

### **AUDIO VISUAL EQUIPMENT**

Historically audiovisual equipment has been a key cause of presentation delays, which can result in participants not receiving the complete course and/or credit for the course. The equipment below is absolutely necessary and must be available and set up for the presenters by 7:15 A.M. each morning. It is highly suggested to have technical support available throughout the day in case of technical difficulties, which can subsequently delay a portion of the training. We have included a form in your contract package, which outlines the necessary audiovisual equipment and helpful notes. Please feel free to contact our office if you have any questions regarding the equipment below. Unless otherwise agreed and noted, the client provides, at their expense:

- LCD projector with cables that connect to our computers
- Large Overhead screen which can easily be seen by the entire audience
- Cordless lapel microphones, one for each presenter, that can be used simultaneously
- Mixer and Sound system (amplifier and speakers) capable of interfacing with all of the above

### **EVALUATIONS**

We ask all clients/workshop attendees to complete an evaluation form for our services. In addition to, but not as a substitute for this, clients may ask that their own evaluation form be completed.

### **PARTICIPANT CERTIFICATES**

Pyramid will provide preprinted certificates of attendance 14 calendar days prior to the scheduled workshop start date. The client is responsible for distributing a certificate to each participant. Please note that participants who have missed more than a small amount of the workshop or who leave early are not entitled to receive a certificate. It is the client's responsibility to ensure compliance with this requirement.

\_\_\_\_\_ **CLIENT INITIALS**

Pyramid Educational Consultants

The source for services designed to enhance the lives of children and adults with autism and related developmental disabilities

**COURSE MATERIALS\***

Pre-Bound Handout Packets are a required component for each participant of our Challenging Behaviors workshop. The cost of this is not included in our service fee. The Pre-Bound Handout Packets sell for \$7.50 each, plus a 15% shipping/handling charge. The client makes them available to workshop attendees. The client is responsible for distribution of the manuals and handout packets and may charge whatever, if anything, it wishes. If the client has leftover, sealed manuals and/or pre-bound handout packets in good condition, they may be returned (clients pays shipping) for a full refund provided that we receive them undamaged, within 30 days of the workshop date.

We need to know the number of handout packets to be shipped for our presentation at least three weeks in advance of the service start date. Our presenters do not bring manuals or handout packets with them to workshops. We realize that many people register for workshop at the "last minute." This can make it difficult for our clients to accurately estimate the number of handout packets needed. Many clients tend to under order handout packets, hoping to avoid the costs involved in returning unused materials. However, it is much less expensive to over order and return materials at "normal" shipping rates than it is to have a few materials shipped at next-day or two-day air rates in an effort to precisely match the number of manuals with the number of attendees. Please think about this carefully before placing your order.

**OPEN WORKSHOPS**

The client may decide whether the scheduled workshop will be open to the public. The client may decide what is charged for each participant registration and is solely required to create all marketing materials and advertise the scheduled training. We will provide the necessary training/workshop content to be included in the client's brochure. Pyramid requires a copy of the client brochure prior to distribution. Clients may request the scheduled workshop to be added to the Pyramid website for visitors to view. There is no additional charge for this. Please see the website submission form in your contract package.

**OUT OF COUNTRY DOCUMENTS**

Any document(s), other than a U.S. passport, and any fees required to enter and/or provide services in the client's country are the responsibility of the client. The client must provide us with all information regarding such requirements by the due date for the completion and return of this contract.

**PYRAMID EDUCATIONAL CONSULTANTS, LLC. STATEMENT**

Pyramid Educational Consultants, LLC. seminars may not be recorded or transcribed in whole or part under any circumstances. Signing this contract constitutes your agreement that the presentation will not be recorded or transcribed.

---

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

\_\_\_\_\_  
CLIENT SIGNATURE DATE

\_\_\_\_\_  
David Battista, DIRECTOR OF OPERATIONS DATE  
PYRAMID EDUCATIONAL CONSULTANTS, LLC.

\_\_\_\_\_  
CLIENT NAME

## SUPPLEMENTARY DETAILS FORM

PLEASE RETURN ALONG WITH SERVICE CONTRACT

### CONTACT TIME

The Challenging Behaviors workshop requires a total of 6.5 hours of contact time; this does not include lunch or breaks. The workshop may not be scheduled to start earlier than 7:00 A.M. or end later than 4:00 P.M. local time. The full 6.5 contact hours are required for participants to receive a certificate of attendance. Some participants may wish to proceed with the PECS Certification Process, which the certificate of attendance is a required component. Pyramid does not offer partial credited certificates to attendees who have not completed the full 6.5-hour training. We ask that clients make every effort to ensure the training is scheduled for the full 6.5 contact hours for the best interest of the participants.

WORKSHOP DATE	WORKSHOP TITLE	ESTIMATED ATTENDANCE	WORKSHOP START TIME	WORKSHOP END TIME
January 26, 2024	Challenging Behaviors		8:00am	4:00pm

Please mark the estimated attendance amount in these two cells.

### PREPAYMENT OPTION & TAX EXEMPTION

If the client wishes to prepay for this entire workshop and would like for Pyramid to send a "Prepayment Invoice," please fill out the table below, and we will generate and fax/email the invoice to you upon receipt of this signed contract. The prepayment will be based on consulting/training fees and our estimated expenses (materials may be added as well, if desired). After services are rendered, we will refund any overpayment (or bill you for the balance of any underpayment) that differs from the estimated expenses.

Prepayments must be made in full; no discount will be given for any partial prepayments. In either case we will provide you with copies of the documents that support our actual expenses. In no case will we provide any additional invoices, credit memos, or other documentation unless it is to correct an error. Prepayments must be received at Pyramid Educational Consultants, 350 Churchmans Road, Suite B, New Castle, DE 19720 (not just mailed, sent, postmarked, etc.) three business days before services commence.

PLEASE SEND ME A PREPAYMENT INVOICE:	<input type="checkbox"/> YES <input type="checkbox"/> NO   (If yes, please continue with this table)
PLEASE INCLUDE MATERIALS IN INVOICE:	<input type="checkbox"/> YES <input type="checkbox"/> NO   (If yes, please respond to the following question)
ESTIMATED NUMBER OF ATTENDEES:	
PLEASE SEND THIS INVOICE VIA:	<input type="checkbox"/> FAX <input type="checkbox"/> EMAIL <input type="checkbox"/> OTHER (please note)
PLEASE CHECK BOX IF TAX EXEMPT:	<input type="checkbox"/> YES* <input type="checkbox"/> NO
	<b>*If yes, please include tax exempt certificate for processing</b>

\_\_\_\_\_ CLIENT INITIALS

## AUDIO / VISUAL CHECKLIST

**This checklist is for your records to minimize any potential audiovisual technical difficulties**

Historically audiovisual equipment has been a key cause of presentation delays, which can result in participants not receiving the complete course and/or credit for the course. The equipment below is absolutely necessary and must be available and set up for the presenters by 7:15 A.M. each morning. It is highly suggested to have technical support available throughout the day in case of technical difficulties, which can subsequently delay a portion of the training.

<input checked="" type="checkbox"/>	EQUIPMENT NEEDED	FAQS
	<b>LCD and all cables to connect with presenter's computer</b>	<p><b>Q: What if we do not have access to an LCD projector?</b></p> <p>A: We suggest you contact your local AV company, which will generally have LCDs and other available equipment for rent. Pyramid also owns LCD projectors and sounds systems with wireless lapel microphones, which may be rented for a small fee. Please contact our office at least two weeks prior to the service start date to inquire about the availability of renting our LCD. Our equipment is on a first come-first serve basis, therefore please contact us as early as possible to increase chances of availability.</p> <p><b>Q: Can we use an overhead projector?</b></p> <p>A: Unfortunately, our presentations are on PowerPoint slides and are unable to be used with overhead projectors.</p> <p><b>Q: What type of computer will the presenter have?</b></p> <p>A: Our presenters carry PC laptops. Laptops are not compatible with Macintosh.</p>
	<b>Large Overhead Screen</b>	<p><b>Q: How large should the screen be?</b></p> <p>A: The screen should be large enough and positioned in a location, which can be seen by the entire audience. We always suggest a minimum size of 55 inches.</p>
	<b>Cordless lapel microphone for each presenter which can be used simultaneously Extra batteries for microphones are suggested to have on site</b>	<p><b>Q: Will a podium microphone be sufficient?</b></p> <p>A: Through the presentation, it is essential that presenters have the flexibility of moving throughout the room while presenting, therefore a podium microphone would not be appropriate.</p> <p><b>Q: Will a corded or cordless handheld microphone be sufficient?</b></p> <p>A: The presenters will need their hands free through the presentation to allow for exhibiting and demonstrating many portions of the training, therefore a handheld microphone would not be appropriate.</p> <p><b>Q: We have a small group and/or a small room, is a microphone necessary?</b></p> <p>A: Our presenters are often presenting for several consecutive days, which can be strenuous on their voice. We ask that microphones be available regardless of group or room size.</p>
	<b>Mixer and sound system to link and project all equipment above</b>	<p><b>Q: What equipment will be linked to the mixer?</b></p> <p>A: The LCD and microphones should be linked into the mixer to allow simultaneous use.</p> <p><b>Q: If we have a small group is the sound system necessary?</b></p> <p>A: Our presenters are often presenting for several consecutive days, which makes it extremely difficult to project his or her voice across the room over a period of days. The sound system is also used for the audio from the LCD; therefore, the sound system is always necessary.</p>

\_\_\_\_\_ CLIENT INITIALS



**TRADITIONAL CLINICAL PRACTICE AGREEMENT**

Please check below all the applicable supervised practicum and/or fieldwork in which in your District will be participating with University of Massachusetts Global.

<b>TEACHER EDUCATION</b>	<input checked="" type="checkbox"/>	<b>SCHOOL PSYCHOLOGY</b>	<input type="checkbox"/>
<b>SCHOOL COUNSELING</b>	<input type="checkbox"/>	<b>EDUCATION ADMINISTRATION</b>	<input type="checkbox"/>
<b>EARLY CHILDHOOD EDUCATION</b>			<input type="checkbox"/>

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Santa Rosa City Schools, hereinafter called "FIELDWORK SITE."

**I. RESPONSIBILITIES OF THE UNIVERSITY**

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of certificate of clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

**II. RESPONSIBILITIES OF THE FIELDWORK SITE**

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

### III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- G. The parties mutually agree each shall provide and maintain commercial general liability

insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

**FIELDWORK SITE CONTACT INFORMATION:**

Santa Rosa City Schools  
211 Ridgway Ave.  
Santa Rosa, CA 95401  
Attn: Yessica Santana Peralta  
Phone: 707-890-3800 x80602

**UNIVERSITY CONTACT INFORMATION:**

University of Massachusetts Global  
16355 Laguna Canyon Road  
Irvine, CA 92618  
Attn: School of Education, Dean  
Fax: (800) 775-0128


- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.


**IV. TERM AND TERMINATION OF AGREEMENT**

- A. THE TERM of this Agreement shall be effective 01/01/2024 and shall continue in full force and effect through 01/01/2027. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

**SIGNATURES:**

FIELDWORK SITE:      Signature:   
Name: Asa August  
Title: Associate Superintendent  
Date: 12/22/23

UNIVERSITY:              Signature:   
Name: David Andrews  
Title: Chancellor & CEO  
Date: 1/2/2024

Appendix A  
Payment for Cooperating Teachers for Teacher Education Fieldwork Only

**I. SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

**METHOD OF PAYMENT:** Stipend is to be paid directly to the Cooperating Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the COOPERATING TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the COOPERATING TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Payment for Supervisors at Fieldwork Site for Early Childhood Education  
Fieldwork Only

**I. SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$ for the supervising professional stipend per eight (8) week session of observation. Requires a total of 60 supervised contact hours for the student

**METHOD OF PAYMENT:** Stipend is to be paid directly to the supervisor professional at Fieldwork Site.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been at the assignment for a minimum of two weeks, Supervisor at the FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

At the end of the practicum session of the UNIVERSITY, the supervisor professional at the FIELDWORK SITE shall submit an invoice, by email, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session.

**Appendix B**  
**Specific Supervision Requirements for Each Program**

**Teacher Education Fieldwork:**

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their Cooperating Teacher only (a maximum of four (4) days only); when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

- H. School Site-employed supervisors for multiple and single subject candidates must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through University of Massachusetts Global on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations. Eight hours of the ten-hour orientation may be met via experience and professional development pertaining to cognitive coaching, adult learning theory, instructional practices, and inclusion. Two hours of the ten-hour orientation are specific to University of Massachusetts Global and take place via the shared candidate supervision process.
- I. School Site with Student Teachers must have a fully qualified administrator.
- J. University may request use of video capture (GoReact) for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA video capture requirement. If the site does not have a video request form or permission slip a generic form is available to the candidate via the CTC webpage.
- K. The UNIVERSITY shall complete formal observations and/or evaluations of the student approximately every 3 weeks regarding his/her performance at the FIELDWORK SITE. This may be conducted in person or via secure video (GoReact).

**School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
- d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.

**C. University Supervision Requirements include:**

- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
  - f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:**
- a. Personal and career assessments
  - b. Personal counseling experience in either an individual or group context
  - c. Experience in School-based programs serving parents and family members
  - d. Observing classroom instruction
  - e. Attending district and school-based meetings
  - f. Mapping school-based community resources
  - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
  - h. Participating in professional development activities.
  - i. Participating in individual or group supervision.
  - j. Learning about and using technology and information systems.
  - k. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.**
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.**
- G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.**
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.**
- I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to**

attend professional development experiences or professional association meetings.

**Specific Supervision Requirements School Psychology Fieldwork:**

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship, and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

A minimum of 450 clock hours of practicum is required according to the following standards and guidelines:

1. A minimum of three hundred (300) clock hours in a preschool to grade 12 school setting providing direct and indirect pupil services.
  2. Up to 150 hours of experience may be offered through on-campus agencies (for example, child study center, psychology clinic, relevant educational research or evaluation activities), or community agencies (for example, private schools, community mental health centers).
- J. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
- K. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
- Minimum of 3 years of experience as professional in the field
  - Possession of a PPS School Psychology Credential
  - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
- L. Provide experiences with a diverse student population.
- M. Provide experiences with a variety of educational programs.
- N. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
- i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.2.
  - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.3.
  - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as(a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
  - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.

- O. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:
  - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
- P. Learning about individual differences and student diversity.
- Q. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- R. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- S. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- T. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- U. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- V. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**School Administration:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at

- least one written evaluation of the student's performance near the end of each university session.
- D. The FIELDWORK Site shall support the Administration of the California Administrator Performance Assessment (CalAPA) Video.
- a. For purposes of implementing any video requirement, candidates must be able to record interactions with faculty, staff, and PK-12 students.
  - b. The program assures that each school or district where the candidate is completing fieldwork has a media release for all who are videotaped on file.
  - c. The program requires candidates to affirm that the candidate has followed all applicable video policies for any CalAPA task requiring a video, and maintains records of this affirmation for a full Accreditation cycle
- E. The FIELDWORK Site shall provide a range of activities in educational settings. The settings must:
- a. support the candidate's ability to complete the CalAPA;
  - b. demonstrate commitment to collaborative student-centered practices and continuous program improvement.
  - c. have partnerships with appropriate other educational, social, and community entities that support teaching and learning for all students;
  - d. create a learning culture that supports all students;
  - e. understand and reflect socioeconomic and cultural diversity;
  - f. support the candidate to access data, work with other educators, and observe teaching practice; and
  - g. permit video capture, where designated, for candidate reflection and CalAPA task completion.

**Early Childhood Education Fieldwork:**

- A. During the initial meeting with the school site employed supervisor, the candidate and the University Supervisor will collaborate to complete the Orientation Checklist and Fieldwork Plan. The Orientation Checklist will review fieldwork requirements and expectations. The Plan addresses the dates and times when the candidate will visit the practicum classroom, the candidate's goals for practicum, and the plan for increased responsibility.
- B. A minimum number of 60 hours of fieldwork is required for this course. At each visit, the candidate will spend no fewer than three (3) hours in the classroom. To document the hours spent engaged in fieldwork, the candidate must use a Fieldwork Log. The Fieldwork Log documents the dates and times spent engaged in specific activities. The school site employed supervisor will initial and sign the log to verify the candidate is in the classroom.
- C. Candidates must teach and reflect upon a minimum of three (3) lessons that will be observed by the University Supervisor. The exact number of lessons a candidate teaches is left to the school site employed supervisor's discretion. The practicum is based on gradual release of responsibility and needs to be individualized for each candidate while meeting course requirements. The candidate will plan foundations-based lessons that are developmentally, culturally and linguistically appropriate. Candidates are required to submit these plans to the school site employed supervisor prior to implementation.
- D. University may request use of video capture (GoReact) for candidate reflection.
- E. The candidate will adhere to the following professional standards:
- a. Except in cases of serious illness and approved excused absence the candidate will attend as per the schedule established at the initial meeting with the Supervising Professional.
  - b. The candidate will personally contact the Supervising Professional and the University Supervisor in advance to obtain permission for absences.
  - c. In cases of a one-day illness, the candidate must provide immediate notice to the site, Supervising Professional, and University Supervisor.

- d. **The candidate will be punctual for all professional obligations including arrival at the site and other extra-curricular functions.**
- e. **The candidate will always dress professionally. This may include following any additional requirements set by the Supervising Professional or site.**