



**Santa Rosa City Schools and Sonoma County Office of Education
Memorandum of Understanding
Concerning Mental Health Counseling Services**

This Memorandum of Understanding (MOU) is entered into May 8, 2024 by and between Santa Rosa City Schools (hereinafter DISTRICT) and Sonoma County Office of Education (hereinafter SCOE). It is expressly understood and agreed by both parties as follows:

The purpose of this MOU is to establish an agreement that allows SCOE Fieldwork Trainees & Interns (hereinafter Trainees) to provide counseling services to students at district school sites.

The SCOE Field Education Program, an initiative of SCOE's Behavioral Health and Well-Being Department, seeks to provide a high quality, hands-on learning experience for Masters level MSW, MFT, LPCC and/or PPSC Trainees, increase counseling support for students, and provide these services free of charge to districts.

Trainees will be recruited, hired, and supervised by SCOE Program Coordinators (hereinafter Program Coordinators). Program Coordinators will provide clinical supervision of Trainees (per BBS requirements) and assume the responsibilities of a Field Instructor (per University requirements).

The District will assign an on-site supervisor (hereinafter Site Supervisor) to provide support specific to the site, ensuring a caseload and confidential, private space are available to the Trainee.

Sonoma County Office of Education will:

- Provide qualified Master's Level Trainees to provide mental health services to Santa Rosa City Schools. Services provided by Trainees may include group and individual therapy sessions. Trainees may also provide staff consultation and family support as needed.
 - Trainees may provide telehealth services to students when needed including, but not limited to, distant learning while in the global COVID-19 pandemic and school cancellations due to smoke and evacuations (consistent with California Board of Behavioral Sciences guidelines)
- Provide clinical supervision and case-consultation meetings for Trainees on a weekly basis as appropriate.
- Ensure that the Trainee(s) follows the legal, ethical, and professional guidelines of the Mental Health Profession.

- Ensure that the Trainee is fingerprinted and cleared by the Department of Justice and Federal Bureau of Investigations prior to starting employment at SCOE.
- Ensure that the Trainee has received testing for and has been cleared by a health care provider that they are not infected with tuberculosis prior to starting employment at SCOE.
- Ensure that the scope of responsibilities of the Trainee are consistent with the school's needs and the Trainee's level of training and experience.
- Ensure that the Trainee maintains Personal Liability Insurance for the duration of the fieldwork placement.
- Ensure that the Trainee responds to the students at District campuses in a professional, consistent, and reliable manner in order to build the trust and connections that help facilitate our shared goals and outcomes.
- Ensure Trainees receive training in the area of mandated child abuse reporting. The District may request verification from the Contractor of adherence to these requirements at any time during the term of the contract.
- Ensure Trainees provide monthly updates to assigned site supervisors (generally school counselors or district mental health providers) in order to secure continuity of care, including Discharge Summary at termination of services.
- Allow Trainees to participate as appropriate in 504/IEP Meetings *or* pass on information to assigned clinical representative.
- Provide services at no cost to the District.

The District will:

- Provide each Trainee with a district email for access to the site's SIS and to ensure the Trainee is added to site and district communications regarding updates and emergencies.
- Provide a private room at each school campus where Trainees will provide services for use when school is in-person.
- Keep in regular communication with Program Coordinators concerning the needs of the schools and degree to which each Trainee is meeting those needs.

- Support Trainees with on-campus needs and consultation regarding District policies and procedures.
 - Referral procedures, crisis response protocol, communications expectations (with caregivers, site staff, admin, etc)
- Provide each Trainee with sufficient hours per week of fieldwork experience to meet each Trainee's university requirement.
- Allow a designated Site Supervisor to provide at least thirty minutes of weekly site-support to their assigned Trainee. The content of site support will be determined by the needs of the Trainee and the Site Supervisor.
- Create opportunities for Trainees to participate in activities beyond direct counseling, including, but not limited to the following:
 - Staff meetings, SST/IEP/COST meetings, community events
- Notify the Program Coordinators in a timely manner of any difficulties in the work performance of the Trainee.
- Provide necessary progress reports and evaluations of the student's performance at the fieldwork setting to the Program Coordinator.
- Allow for the Program Coordinator to provide one hour of clinical supervision to the Trainee on site each week as appropriate.

Terms: The effective date of this agreement is August 12, 2024 through June 30, 2025

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

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

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

Force Majeure: In the event that any cause beyond the reasonable control of either party make it inadvisable, illegal, or impossible, either because of unreasonable increased costs or risk of injury, for either party to perform its obligations under this Agreement, the affected party's



performance will be extended without liability for the period of delay or inability to perform due to such occurrence.

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

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

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

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

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



In witness whereof, the parties sign this Memorandum of Understanding (MOU) as set forth below:

-SONOMA COUNTY OFFICE OF EDUCATION-

TD
TD

DK
DK

GM
GM

Greg Medici
Greg Medici (Apr 22, 2024 13:48 PDT)

Apr 22, 2024

Authorized Signature

Date

Greg Medici, Dept. Supt., Business Services

Name and Title

-DISTRICT-

Anna Trunnell
Anna Trunnell (Apr 22, 2024 13:33 PDT)

Apr 22, 2024

Authorized Signature

Date

Anna Trunnell, Superintendent

Name and Title

Authorized Signature

Date

Name and Title

Signature: 

Email: tdickinson@scoe.org

Signature: 

Email: dkitamura@scoe.org

Signature: 
Greg Medici (Apr 19, 2024 11:14 PDT)

Email: gmedici@scoe.org



Hewlett Packard Enterprise

March 19, 2024

Beatrice Gonzales
SANTA ROSA CITY SCHOOL DIST.
211 RIDGWAY AVE
SANTA ROSA CA 95401-4320
USA

AMP ID: 80003614NBQ

Dear Valued Customer,

Enclosed is a Hewlett Packard Enterprise USA (HPE) support service quote for your products. Review the services, support items, start / end dates, addresses, and company contacts for accuracy. Please advise HPE of any changes prior to submitting your purchase order or authorization. To order support services detailed in this package, please return billing authorization by choosing one of the following convenient options. Subject to HPE Customer Terms - Support or purchase agreement with HPE and if applicable, Exhibit E24.

Option 1: Provide an open-ended purchase order (PO). An open-ended PO allows you to add products to your agreement as necessary, as well as renew your support from year to year. Cancellation of the support service agreement requires a 30-day written notice.

Option 2: Provide a PO for the coverage dates specified in the enclosed referenced proposal.

Your PO must note the Support Coverage Period along with at least one of the following items 1 or 2. For Datacenter Care agreements also reference the SOW (item 3):

1. HPE Reference (quote) number(s),
2. AMP ID(s)
3. Statement of Work(SOW) - Required if you have Datacenter Care support

** If there is an approval signature section on your PO then it should be signed/approved before sending to HPE.

Please indicate if you are taxable or tax exempt, please send a copy of your Tax Exemption Certificate with your PO. Include your billing frequency and current invoice-to address.

Option 3: Sign and return the attached Signature Authorization Form (SAM).

**If you provide authorization via the SAM form (Signature Authorization Method), please ensure that all the applicable boxes are checked on the form, along with the printed name and signature of the authorizing party.

Note: If the information in Options 1 through 3 are not included in your PO or SAM Form, then HPE will need to contact you to collect this missing data, which will cause a delay in activating your support contract(s). HPE requires these details for audit purposes. We value your business and look forward to providing you with continued support.

Please forward your PO or SAM via EMAIL. For further assistance please contact your HPE Representative.

Sincerely,
Lilli Sexton
HPE Representative
Enclosure

SIGNATURE AUTHORIZATION METHOD (SAM)

The Signature Authorization Method (SAM) may be used to order Hewlett Packard Enterprise (HPE) Support Services **ONLY IF A PURCHASE ORDER IS NOT REQUIRED TO AUTHORIZE SERVICE DELIVERY AND REMIT PAYMENT**. This SAM form, including the quotation(s) and governing terms referenced herein shall be referred to collectively as the "Support Agreement."

Customer Information:

Company Name

SANTA ROSA CITY SCHOOL DIST.

Invoice to Address

211 RIDGWAY AVE
SANTA ROSA CA 95401-4320
USA

(2) Quote Information: Unless otherwise notified all quotes under the AMP ID will be renewed:

AMP ID: 80003614NBQ

****The enclosed Quote Summary dated 03/19/2024 summarizes the quotes contained within the above AMP ID.**

Please check if applicable:

Check here if your authorization is open-ended. *

The terms within the asterisk apply only to open-ended support agreements.

***This Support Agreement is for the period stated on HPE's quote. It will be extended without modification by consecutive terms of 12 months unless one of the parties gives written notice in accordance with the underlying business terms prior to the end of the respective 12 months. If modifications of the Support Agreement are necessary, HPE will notify Customer in writing 60 days before the modifications are effective. Customer may terminate this Support Agreement within 30 days from receipt of notice. If Customer does not exercise this right of termination, this Support Agreement will be continued to the end of the current term with the modifications, and extended by consecutive 12-month terms. Re-pricing will occur automatically without further authorization. ***

(3) Required-Tax Information:

Taxable Tax Exempt Exemption# _____ (Attach copy of exemption certificate)

(4) Required-Billing Frequency: Do not enclose Payment. Please select one of the following:

Please bill me: Pre-Pay up front for the entire coverage term

Annually

Quarterly (Total annual amount must exceed \$20,000.00)

Semi-Annually (Total annual amount must exceed \$20,000.00)

Monthly (Total annual amount must exceed \$20,000.00)

Charge my credit card. Check one: Visa MasterCard Discover

For your protection please call your HPE Representative with the credit card number.

Cardholder Name (Print) _____

Cardholder's Signature _____

Credit Card Invoice-To Address _____

(5) Required-Service Authorization and Terms and Conditions:

Customer's signature on this form constitutes authorization for HPE to invoice Customer for the HPE support services represented in this Support Agreement. This support agreement will be governed by the following: i) The purchase agreement currently in effect between Customer and HPE that includes the delivery of Support Services, or if none, the HPE Customer Terms-Support (CTSP01), the Supplemental Data Sheet (CTDS01); and ii) any applicable Transaction Documents thereto.

Authorized Signature Date

Printed Name

Title

Email Address

Phone/Fax

(6) Completed form should be returned to:

Lilli Sexton

Tel: +19165402799

8000 Foothills Boulevard

Email: lilli.sexton@hpe.com

Roseville CA 95747

USA



Hewlett Packard Enterprise

Quote Summary

March 19, 2024

AMP ID 80003614NBQ **Total USD** 3,849.12

Special Terms and Conditions No: 7-23-70-55-03-CA

Customer Contacts

Sold To Address SANTA ROSA CITY SCHOOL DIST.
211 RIDGWAY AVE
SANTA ROSA CA 95401-4320
USA
Attn: Beatrice Gonzales
Tel: 707528-5411
Email: bgonzales@srcs.k12.ca.us

Bill To Address SANTA ROSA CITY SCHOOL DIST.
211 RIDGWAY AVE
SANTA ROSA CA 95401-4320
USA

HPE Contacts

Address Hewlett Packard Enterprise Company
8000 Foothills Boulevard
Roseville CA 95747
USA

Contract Admin Attn: Lilli Sexton
Tel: +19165402799
Email: lilli.sexton@hpe.com

Sales Rep Attn: Lilli Sexton
Tel: +19165402799
Email: lilli.sexton@hpe.com

Service Overview

HPE Quote	Start Date	End Date	Service Level	Net Price USD
2000758664	08/01/2024	07/31/2025	HPE Tech Care Basic wDMR SVC	3,849.12
Support Account Reference SANTAROSA7704456537 3-7704456537				
Total Excluding Tax USD				3,849.12

Total excludes all taxes. If applicable, taxes will be added at the time of invoicing at the current tax rate. Total price includes all additions, deletions, warranties, discounts and adjustments if applicable. Refer to the detail document for any applicable state & local tax.

HPE Terms and Conditions Information

This order is governed by the specific agreement referenced below in the comment section. If none is identified, then Hewlett Packard Enterprise's standard terms, as indicated below for the services you purchased will apply. Either one is the Agreement.

- Standard Terms: www.hpe.com/docs/customerterms
- Datasheets (English): www.hpe.com/info/mktlibrary

You may contact your Sales Representative or login through your Services360 / Services360 Pro account (<https://s360.hpe.com>) to submit a purchase for your quote(s).

Quote Details

HPE Quote: 2000758664

Start Date 08/01/2024 **End Date** 07/31/2025
Quote Valid To 07/31/2024

Customer Contacts

HW Delivery Contact	Attn: Beatrice Gonzales Tel: 707528-5411 Email: bgonzales@srcs.k12.ca.us	SW Delivery Contact	Attn: Beatrice Gonzales Tel: 707528-5411 Email: bgonzales@srcs.k12.ca.us	Primary Support Recipient	Attn: Rainer Wachalovsky Tel: (707)975-0343 Email: rwachalovsky@srcs.k12.ca.us
Entitled Party	SANTA ROSA CITY SCHOOL DIST. 211 RIDGWAY AVE SANTA ROSA CA 95401-4320 USA Attn: Rainer Wachalovsky Tel: (707)975-0343 Email: rwachalovsky@srcs.k12.ca.us	End Customer	SANTA ROSA CITY SCHOOL DIST. 211 RIDGWAY AVE SANTA ROSA CA 95401-4320 USA		

Comments: Participating Addendum # 7-23-70-55-03-CA must be sited on Purchase Order

Quote Details

HPE Quote: 2000758664

Start Date 08/01/2024 **End Date** 07/31/2025
Quote Valid To 07/31/2024

No.	Qty	Product	Description	Serial No	Support Account Reference	Start Date	End Date	Monthly Price USD	Quote Price USD
000001	1	HU4B3AC	HPE Tech Care Basic wDMR SVC						
HPE Hardware Tech Support									
000002	1	686792-B21	HP DL560 Gen8 CTO Server	2M251203LC	SANTAROSA7704456537	08/01/2024	07/31/2025	114.00	1,368.00
000003	1	686792-B21	HP DL560 Gen8 CTO Server	2M251203LD	SANTAROSA7704456537	08/01/2024	07/31/2025	114.00	1,368.00
000004	1	686792-B21	HP DL560 Gen8 CTO Server	2M251203LF	SANTAROSA7704456537	08/01/2024	07/31/2025	114.00	1,368.00
HPE Remote Tech Support									
000005	1	686792-B21	HP DL560 Gen8 CTO Server	2M251203LC	SANTAROSA7704456537	08/01/2024	07/31/2025	21.00	252.00
000006	1	686792-B21	HP DL560 Gen8 CTO Server	2M251203LD	SANTAROSA7704456537	08/01/2024	07/31/2025	21.00	252.00
000007	1	686792-B21	HP DL560 Gen8 CTO Server	2M251203LF	SANTAROSA7704456537	08/01/2024	07/31/2025	21.00	252.00
Sub total								4,860.00	
Government Hdr Disc% -20%								-972.00	
								3,888.00	
Pre Payment HdrDisc% -1%								-38.88	
Total Excluding Tax USD								3,849.12	
Summary of Charges									
Hardware Support								3,250.44	
Hardware Support Tax CA								259.92	
Hardware Helpdesk Services								598.68	
Asset Location									
SANTA ROSA CITY SCHOOL DIST.									
211 RIDGWAY AVE									
SANTA ROSA CA 95401-4320									
USA									
Total Including Tax USD								4,109.04	

Quote Details

HPE Quote: 2000758664

Start Date 08/01/2024 **End Date** 07/31/2025
Quote Valid To 07/31/2024

Taxes have been added at current rate, however, tax rates will be those in effect at the time of invoicing. Total price includes all additions, deletions, warranties, discounts and adjustments if applicable.

Billing Schedule

AMP ID: 80003614NBQ

Settlement Period from 08/01/2024 to 07/31/2025

HPE Quote:	08/01/2024 07/31/2025
2000758664	3,849.12
Total USD	3,849.12

The Prices shown will be invoiced anually in advance.
Please note this is not an invoice, charges shown are exclusive of tax.

Support Service DetailsHPE Quote: 2000758664

000001 HU4B3AC HPE Tech Care Basic wDMR SVC

HPE Hardware Tech Support

- Defective Media Retention
- Onsite Support
- Replacement Parts
- Basic Service Level
- Travel Zone 2

HPE Remote Tech Support

- Technical Support
- General Technical Guidance
- Basic Service Level

For more information regarding HPE Pointnext Tech Care Basic wDMR Support visit www.hpe.com/services/TechCareDatasheet

OUTREACH AGREEMENT/PTA BCMS # 21021 Program Date: 5/28/2024

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 - Advanced Learner Program and Services**, "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 **\$1,200.00** is received by **5/8/2024**. 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"):

Group: **Santa Rosa City Schools - Advanced Learner Program and Services (110 Stony Point Rd, Santa Rosa CA 95401)**

Site: Address, City, Zip: **HELD at Hidden Valley Elementary, 3435 Bonita Vista Lane, Santa Rosa CA 95404**

Person making reservation: **Dr Monica Fong (Director, Educational Services, Santa Rosa City Schools)**

mfong@srcs.k12.ca.us ; Cindy Deuel (Admin Secty, Educational Services) cdeuel@srcs.k12.ca.us

Reserver's Phone: **707-890-3800 ext 80304**

Contact person at site: **Dr Monica Fong (Director, Educational Services, Santa Rosa City Schools)**

mfong@srcs.k12.ca.us ; Cindy Deuel (Admin Secty, Educational Services) cdeuel@srcs.k12.ca.us

Contact Email: **mfong@srcs.k12.ca.us**

Site Phone: **707-890-3800 ext 80304**

Special considerations: About 40-50 students grades 3-6 ("advanced" learners -formally called GATE) and their families attending 170 minute session. Cost is the same as for 2 sessions which is the minimum cost. Upper grade 4-6th version & include 3rd graders since it's near the end of the school year and they are GATE. 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: *16 adult volunteers required to arrive by 3:30pm (30 minutes prior to start of program). Forms 61784, Const # 20712607.

Please return this agreement in full (all pages), signed & dated by authorized signer by 5/8/24. Thank you.

Santa Rosa City Schools - Advanced Learners Program and Services, 110 Stony Point Rd, Santa Rosa CA 95401

("Organization") will pay the following for presentation of the Program on the Schedule below:

Cost for 1 session(s): \$1,200.00

\$0 travel fees apply to 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

TOTAL PROGRAM COST: \$1,200.00

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

Time	Grade(s)	Students	Title	Room
4:00-5:10 (70 minutes)	Gr 3-6 (Advanced Learners - formerly GATE)	40-50 students (~25 families)	Environmental Detectives	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 - Advanced Learner Program and Services.**

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



Outreach Contract#: 21021

Program Date: 5/28/2024

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 - Advanced Learner Program and Services

By: _____
Signature

Date _____

Name and Title

University

By: _____
Signature

Date _____

Name and Title

Space Below for staff only:

Date Taken: <u>4/16/24</u>	by: <u>RM</u>	Review/Sent: <u>4/17/24</u>	By: <u>RM</u>
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: _____	



LICENSE AGREEMENT

This Agreement effective **May 15, 2024**, is made and entered into by **Santa Rosa City Charter Schools** ("Licensee") and Document Tracking Services ("DTS") as Licensor, each a "Party" and collectively the "Parties".

1. Scope of Agreement

- 1.1 License. This License Agreement between Licensee and DTS covers Licensee's use of DTS's proprietary web-based application in accordance with the terms and conditions expressed herein.
- 1.2 Agreement to Be Bound. Licensee agrees to be bound by, and comply with, the terms of this License Agreement by (i) accessing and/or using the DTS Application and/or (ii) ratifying this License Agreement by signing below.

2. License and Right to Use. DTS hereby grants to Licensee a non-exclusive and non-transferable license to use DTS application in order to create, edit, update, print and track specific documents as described in Exhibit **A** of this agreement.

- 2.1 DTS retains all rights, title and interest in DTS application and any registered trademarks associated with the license.
- 2.2 Licensee retains all rights, title and interest in the documents as described in Exhibit **A** of this agreement.

3. Internet Areas. Neither Licensee nor any third party shall be permitted to establish any "pointers" or links between the Online Area and any other area on or outside of the DTS login without the prior written approval of DTS.

4. Term of License. The term of this License Agreement is for **one (1) year** from the effective date noted at the top of this document.

5. Personnel. DTS will assign the appropriate personnel to represent DTS in all aspects of the license including but not limited to account set up and customer license inquiries.

6. Content. DTS will be solely responsible for loading the content supplied by Licensee into DTS's secure server and will provide complete access to Licensee and its representatives. Licensee is solely responsible for the sufficiency, adequacy, and completeness of its content; for updating its content as necessary; and for proper implementation of any plans or procedures required by local, state, or federal law.

7. Security of Data. At all times, DTS will have complete security of Licensee's documents on dedicated servers that only authorized DTS personnel will have access to. All logins by DTS's authorized personnel will be stored and saved as to time of log-in.

- 7.1 Licensee may request in writing that DTS only store Licensee's documents for the period of time that allows Licensee and its authorized personnel to create, edit and update their documents.

8. Management of Database. DTS shall allow Licensee to review, edit, create, update and otherwise manage all content of Licensee available through the



9. Customer Service. DTS shall respond promptly and professionally to questions, comments, complaints and other reasonable requests regarding any aspect of DTS application by Licensee. DTS business hours are Monday-Friday 8AM PST to 5PM PST except for national/state holidays.

10. Fees.

- 10.1 Licensee shall pay a fee of **\$1,100.**
- 10.2 Document Set Up Fee. The one-time set up fee for documents as described in Exhibit A and made a part of this Agreement is **\$0.**
- 10.3 Licensee shall pay the annual licensing fee upon execution of the Agreement between parties and the electronic submittal of the invoice to Licensee.
- 10.4 DTS will charge a one-time setup fee of \$200 per standard document up to a maximum of \$850 for customized documents.

11. Warranty.

- 11.1 Licensee represents and warrants that all information provided to DTS, including but not limited to narratives, editorials, information regarding schools, is owned by Licensee and Licensee has the right to use and allow use by DTS as called for hereunder and that no copyrights, trademark rights or intellectual property rights of any nature of any third party will be infringed by the intended use thereof. In the event any claim is brought against DTS based on an alleged violation of the rights warranted herein, Licensee agrees to indemnify and hold DTS harmless from all such claims, including attorney fees and costs incurred by DTS in defending such claims.
- 11.2 The express warranties provided in this License Agreement are the sole and exclusive warranties made by DTS to Licensee. DTS makes no other warranty, express or implied, and Licensee assumes no warranty, express or implied, by use of the DTS Application. By accepting this Agreement, Licensee acknowledges that it is not relying on any implied warranties, including warranties of performance, fitness for a particular purpose or otherwise, or upon any representation or warranty outside those expressly contained in this Agreement.



12. Liability.

- 12.1 DTS will not be liable to Licensee for indirect, incidental, exemplary, special or consequential damages; loss or corruption of data or interruption or loss of business; or loss of revenues, profits, goodwill or anticipated sales or savings.
- 12.2 The maximum aggregate liability of DTS under this License Agreement is limited to the fees received by DTS from Licensee for use of the DTS Application.
- 12.3 This limitation on DTS's liability applies whether the claims sound in warranty, contract, tort, infringement, or otherwise. Nothing in this License Agreement excludes any liability that cannot be limited as a matter of law.

13. Choice of Law and Venue. This License Agreement, and any dispute related to this License Agreement or arising from it, shall be governed exclusively by the laws of the State of California. The state and federal courts of the State of California shall have exclusive jurisdiction to adjudicate any dispute arising out of, or related to, this License Agreement or its formation, interpretation, or enforcement.

14. Severability. If any portion of this License Agreement is not enforceable under applicable law, it will not affect any other term of this Agreement.

15. Definitions.

15.1 Document. A document is defined as **a)** a specific template provided by CDE or; **b)** any specific word document or forms that have different fields or school references such as elementary, middle or high schools* submitted by District or CDE; or **c)** individual inserts submitted by District or CDE that are integrated into existing documents or are offered as supplemental and/or addendums to other report documents.

* Licensee submits a SPSA template for their elementary, middle and high schools, which is counted as three (3) separate documents.

15.2 Customized Documents. Any document that is not a standard CDE template is considered a custom document and as such may be subject to additional setup fees; DTS shall provide an estimated cost of these additional fees prior to the execution of this agreement.

16. Additional Services. DTS can also provide Data Transfer and Document Translation services to Licensee for an additional fee. The fee for each additional service would be agreed upon between the parties and invoiced at the time the services were requested. The fee shall be payable within thirty (30) days from DTS invoice.



The Parties hereto have executed this Agreement as of the Effective Date.

Document Tracking Services, LLC

By: Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Date: March 18, 2024

Licensee

By: _____

Date: _____

Santa Rosa City Charter Schools



Exhibit A

The following are standard documents to be used in conjunction with the license.

1. 2024 School Accountability Report Card, English (CDE Template)
2. 2024 Comprehensive School Safety Plan (Custom Template)
3. 2024 Local Control and Accountability Plan (CDE Template)
4. Others to be identified as needed.



March 18, 2024

Santa Rosa City Charter Schools
2750 West Steele Lane
Santa Rosa, CA 95403-3236

Re: Document Tracking Services

****PLEASE NOTE CORRECT DTS MAILING/REMIT ADDRESS****

INVOICE #95403-323608

Pursuant to the licensing agreement between Santa Rosa City Charter Schools and Document Tracking Services (DTS):

Document Tracking Services

Document Tracking Services [5/15/24 to 5/15/25]: \$1,100
4 Charter Schools

Total Balance Due: \$1,100

Please Make Checks Payable To: Document Tracking Services

Send to:

Aaron Tarazon, Director
Document Tracking Services
10606 Camino Ruiz, Suite 8-132
San Diego, CA 92126
858-784-0960 - Phone
858-587-4640 - Corporate Fax

Thank you!

Approved Per Payment (Signature)

Name/Role (Printed)



2024 Professional Development Implementation

Ethnic Studies Pedagogical Training for Sonoma County 6-12 Educators

Introduction: In 2021, Governor Newsom signed Assembly Bill 101 into law. Assembly Bill 101 mandates that all California high schools offer an Ethnic Studies course by 2025-2026 and require all students in the graduating class of 2030 to have successfully completed at least one Ethnic Studies course in order to obtain their high school diploma. Santa Rosa City Schools in partnership with the Sonoma County Office of Education is supporting this endeavor by collaborating with educational experts to create a series of professional development workshops and leadership trainings focusing on improving educators capacity to teach Ethnic Studies. The goals for this collaboration are two parts: (1) to take an in-depth examination of Culturally Relevant Pedagogy for future Ethnic Studies educators and (2) create a pedagogical foundation for developing and teaching an Ethnic Studies curriculum.

Implementation: Dr. Jordan Bell, on behalf of Santa Rosa Junior College, will train and prepare Region 1 (Sonoma, Napa, Marin, Mendocino, and Lake Counties) educators to implement Ethnic Studies curriculum during the 2024-2025 academic year. The contract is specifically focused on preparing teachers for how to improve their Ethnic Studies pedagogy and practice, align their curriculum to state standards, facilitate complex (critical) conversations centered on race and ethnicity, and develop engaging instructional plans that build on students' strengths, engages their racial and ethnic identities, and addresses their continued learning needs.

CONTRACT 2024

This consulting AGREEMENT ("AGREEMENT") is entered into and made effective as of the 25th day of March 2024, by and between Jordan Bell and Santa Rosa City Schools hereafter referred to as SRCS, 2111 Ridgway Ave, Santa Rosa, CA 95401

This AGREEMENT states the terms and conditions that govern the contractual AGREEMENT between Jordan Bell and the SRCS both agreeing to be bound by this AGREEMENT.

1. **SERVICES.** Jordan Bell will provide consulting services to SCRS educators and Ethnic Studies professional development for the aforementioned counties faculty in the areas of pedagogy, curriculum, and instruction with a focus on teacher instructional planning and execution of Ethnic Studies curriculum. Jordan Bell shall communicate directly with and report to the Nzinga Woods, Project Coordinator of SCOE and Tim Zalnuardo.

- a. Consulting service shall include one-week of professional development furthering the efforts to support teachers and administrators implement Ethnic Studies curriculum that was mandated in Assembly Bill 101.

2. **TERM.** This AGREEMENT shall take effect immediately as of the effective date and will terminate on July 1, 2024.

- a. During the term of this contract, the SCRS shall pay to Jordan Bell a total of \$30,000. Payments by mail shall be administered through SCRS and paid via check or direct deposit.
- b. Details of these expenses and payment due dates are outlined below in Table 1: Fee Rationale

Table 1: Fee Rationale 2024

Fee Description	Dates
Instructional Coaching and implementation of Ethnic Studies Curriculum for grades 6-12.	June 24 th -27 th , 2024 (Four days)

Professional Development that improves educators' capacity to facilitate critical conversations centered on race and ethnicity	
Professional Development that improves educators' racial literacy	
Share curricular resources for grade 6-12 educators	
In Sonoma County (in person)	

c. Any additional requests or services to the SCRS outside this AGREEMENT will require a new CONTRACT be generated and fees associated with such new CONTRACT will be agreed upon separately.

d. The payment to Jordan Bell will follow the Fee Schedule below:

July 1, 2024 \$30,000.00

Total Contract 2024 \$30,000.00

3. **INTELLECTUAL PROPERTY RIGHTS IN WORK PRODUCT.** The parties acknowledge and agree that Jordan Bell will not hold intellectual property rights on any work product resulting from the Professional Development.

- a. Teacher participants may be invited to participate in a micro-level ethnographic research study on community, (racial) literacy, and pedagogy. Teachers and the District will be invited to review formal IRB documents with informed consent if research is conducted.
- b. All data collected from the community and Ethnic Studies Professional Development initiatives will be secured and stored for the access of participants to review if research is conducted.
- c. Jordan Bell will serve as Primary Investigator on any research processes and queries that may commence.
- d. Data collected will belong to the research team (P.I.) and can be used for publication keeping participants' and the district's anonymity.

5. **RELATIONSHIP OF THE PARTIES.** In all matters, Jordan Bell is an independent contractor and not an employee of the SCRS. Nothing in this AGREEMENT nor in the relationship constitutes Jordan Bell and the SCRS as partners, franchisor/franchisee, agents, nor joint ventures with each other. Neither party is liable for the debts, liabilities, taxes, duties, obligations, defaults, compliance, intentional acts, wages, negligence, business errors or

omissions of the other. The parties agree not to hold themselves out by action or inaction contrary to the foregoing and to indemnify each other for any liability, cost or expense including attorney's fees, incurred by either of them for any act, omission, finding or result to the contrary.

6. **CONFIDENTIALITY**. Jordan Bell shall not disclose to any third party any details regarding the SCRS's business, including, without limitation any information regarding any of the SCRS's employees or its' students.

7. **INDIRECT COSTS/ Materials** The cost of book, printing, or any other materials used for instructional support and training will be covered by SCOE.

8. **TRAVEL EXPENSE** – SCRS will provide housing for Jordan Bell while he is conducting in-person Professional Development for Sonoma County and transportation from New York to California, which includes a rental vehicle during the Professional Development period.

Signature Page

Jordan Bell
Jordan Bell

SCRS

Jordan Bell

Timothy Zalnuardo,
Executive Director of Education Services of SCOE

Date: __3/25/2024____

Date: _____

SCRS

Lisa August
Associate Superintendent of Business Services
Date: _____

Please sign and return a pdf of the signed Agreement to Jordanbell500@gmail.com
Subject: Signed SCRS Agreement 2024