Client: Santa Rosa City Schools
Client #22750/S70 P.O.# _____

AGREEMENT FOR SPECIAL SERVICES
Legislative Services

This is an Agreement between the **CLIENT**, as defined above, and **SCHOOL SERVICES OF CALIFORNIA INC.**, hereinafter referred to as "Consultant," entered into as of July 1, 2024.

RECITALS

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

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

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

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

1. The Consultant agrees to perform the following services in consideration of the payments as recited in Item 2 below. The services shall consist of:

   a. Collection and transmission of information pertinent to school finance legislation, including, but not limited to, all major school finance bills that affect the Client

   b. Direct contact with and representation to, as requested by the Client: the State Legislature, the State Board of Education, the California Department of Education, the Department of Finance, and the Legislative Analyst's Office on school legislation

   c. Updates on key school business and legislative issues in the *Sacramento Update (*a weekly newsletter published by the Consultant)

   d. Such additional services relative to education issues as directed by the Client

2. The Client agrees to pay the Consultant for services rendered under this Agreement the sum of $632 per month, plus expenses, or $7,584 annually, plus expenses, for a total of five hours of direct service per month, upon billing by the Consultant. In the case of service needs in excess of five hours per month, the applicable hourly rate for the person performing the services shall apply.

3. This Agreement shall be for the period of one year, beginning July 1, 2024, and terminating June 30, 2024. It may be terminated by either party prior to June 30, 2025, with 30 days' written notice. In case of cancellation, the Client shall be liable for any costs accrued to the date of cancellation under Item 2 above.

4. It is recognized by both parties that the Consultant will be serving as a legislative advocate on behalf of the Client and that it will be necessary for both parties to file such appropriate forms with the Fair Political Practices Commission as may be required by state law.

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

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

Complete Via DocuSign

By: _____ Date: _____

Anna Trunnell
Superintendent
Santa Rosa City Schools

By: _____ Date: _____

John D. Gray
President/CEO
School Services of California Inc.

School Services of California INC.
An Employee-Owned Company

1121 L Street
•
Suite 1060
•
Sacramento
•
California 95814
•
TEL: 916 . 446 . 7517
•
FAX: 916 . 446 . 2011
•
www.sscal.com

May 14, 2024

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

Dear Superintendent Trunnell:

Thank you for your long-standing support and continued confidence in School Services of California Inc. and the services we provide.

We hope that our current relationship will be extended, and we have enclosed a renewal Agreement for Legislative Services through June 30, 2025. Our proposal maintains the same service fee as 2023-24. If the attached proposed contract meets your approval, we will send an electronic DocuSign version to finalize the Agreement.

Please call if you have any questions. We look forward to continuing to work with you.

Sincerely,

Kyle Hyland
Director, Governmental Relations

John D. Gray
President/CEO

Enclosure

cc: Melanie Martin, Executive Assistant

ADDENDUM TO CONTRACT

Between

Kathleen Farrell

And

Santa Rosa City Schools

****

This addendum to the original contract with Kathleen Farrell approved on June 14th, 2023, to provide Physical Therapy Services to Santa Rosa City Schools.

The contract, under Item 3. $11,000.00, is amended to read: District agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to the CONTRACT, a total fee not to exceed $27,000.00 dollars ($). This is an increase of $5,000.00.

IN WITNESS WHEREOF, the parties have executed this addendum on the day and year written on June ____th, 2024.

Contractor's Name

By: Kathleen Farrell

Name: Kathleen Farrell

Date: 6/04/2024

SANTA ROSA CITY SCHOOL DISTRICT
(DISTRICT)

By: _____

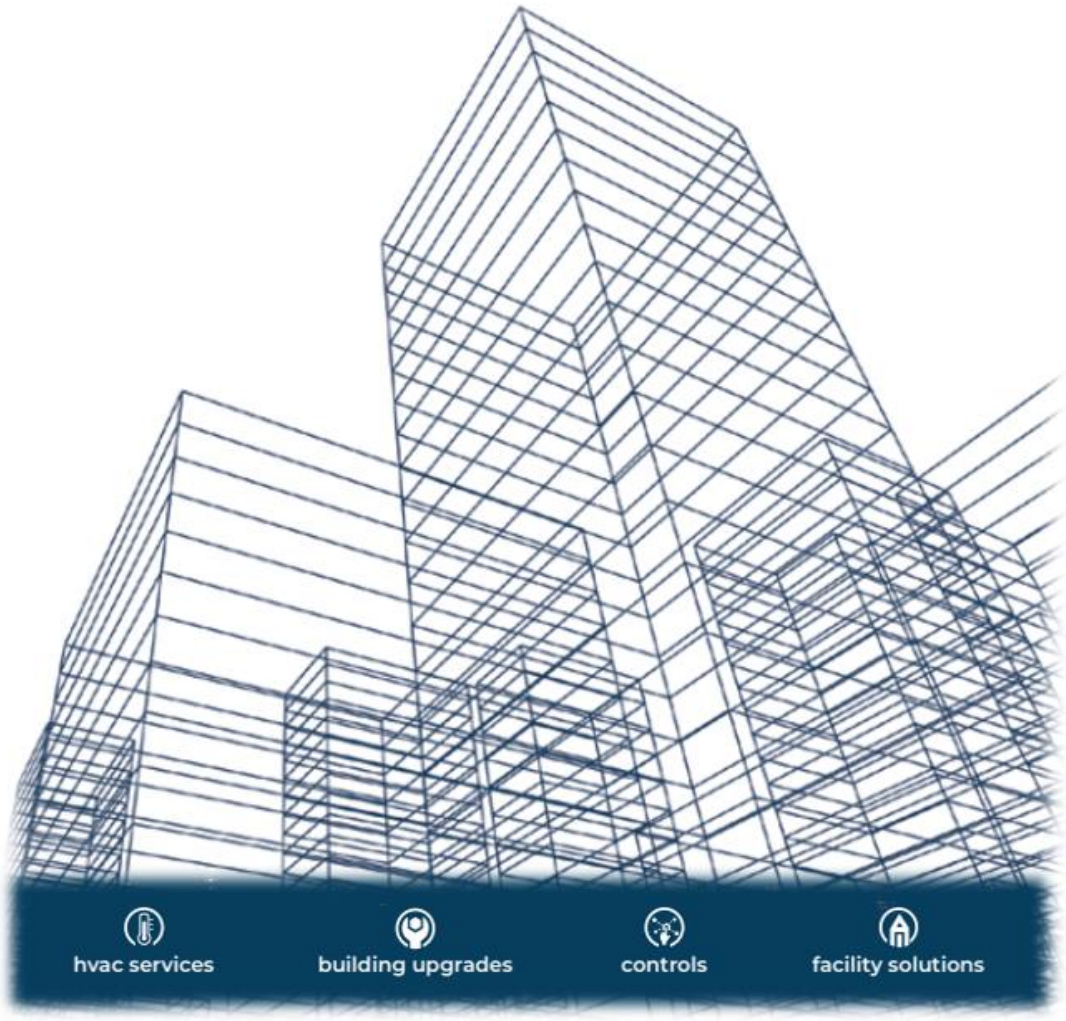
Lisa August
Associate Superintendent

Date: _____

IES Indoor Environmental Services

Building Efficiency and Sustainability

A Service Logic Company



HVAC Preventative Maintenance Program

877.938.7059 | www.ies-hvac.com

IES Indoor Environmental Services
Building Efficiency and Sustainability
A Service Logic Company

Site	Billing
Santa Rosa City Schools Lucy Tamayo 211 Ridgeway Ave Santa Rosa, CA, 95401	**Santa Rosa City Schools** 211 Ridgeway Ave Santa Rosa, CA, 95401

Contract ID	6062
Contract Type	CONTROLS MAINTENANCE
Contract Start and End Date	7/1/2024 – 6/30/26
Service Description	SR City Schools Remote Monitor
Service Instruction	To place a service call during NORMAL BUSINESS HOURS (Monday - Friday 8:00 A.M. to 4:30 P.M.) Call 877-938-7059 or email, service@ies-hvac.com. To place a service call AFTER HOURS, WEEKENDS & HOLIDAYS, Call 877-938-7059, 24 hours a day, seven days a week.
Planner's Name	Kyle Perry
Pre-Authorized Repair Limit	$0.00
Total Yearly Service Price	$4,160.00
Billing	$1,040.00 Quarterly in Advance

THIS PROPOSAL IS VALID FOR 30 DAYS FROM DATE OF RECEIPT

Agreement Notes

Regularly scheduled preventative maintenance visits by IES will help to reduce breakdown occurrences and system downtime as well as extend the life expectancy of your air conditioning system(s). Your building's comfort results in satisfied tenants and more productive employees.

The scope of work is as follows:

Equipment Summary

Description	Id	Type
Remote Monitoring	35444	CONREM

Equipment Type
Remote Monitoring

Schedules

Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
X	X	X	X	X	X	X	X	X	X	X	X

TaskCode	Description
CONREM 4	Comfort adjustments
CONREM 3	Set points sampling as needed
CONREM 7	Check Network Connectivity
CONREM 2	Review Sample Zone Temp
CONREM 1	Verify Run Schedule

Materials are included and anything outside this scope of work will be quoted on an as needed basis to be approved by the customer.

As a maintenance customer, you are also given /hour special rates for any service calls, not including overtime rates or truck charges (if applicable). There is a $100.00 one-time truck charge per service.

IES services are designed to assure you that your HVAC equipment will be maintained on a scheduled basis and supported by our 24 hour emergency service, when required. With IES you will have an assigned technician and foreman, an assigned service dispatch contact, and an assigned account executive to ensure your needs are being met.

Upon completion of any work performed by IES on site we will begin to electronically process the detailed and typed work order and notes from the technician's handheld device.

For prompt start-up of our maintenance customer benefits please sign this agreement document and return it to us indicating the date you wish IES to begin service.

It will be our pleasure to serve you, and IES values that privilege.

Thank you,

Kyle Perry
kperry@ies-hvac.com

IES Indoor Environmental Services
Building Efficiency and Sustainability
A Service Logic Company

Santa Rosa City Schools

Print Name: _____

Signature: _____

Title: _____

Purchase Order Number: _____

Date Approved: _____

Indoor Environmental Services

Approved By: _____

Kyle Perry

Signature: _____

Title: _____

Date Approved: _____

Pre-Authorized Repair Limit
$0.00

Total Service Price
$4,160.00

Billing
Monthly in Advance

Annual Agreement Increase Percentage
4%

Truck Charge
$100.00

IES Indoor Environmental Services
Building Efficiency and Sustainability
A Service Logic Company

Terms of Service

IES TERMS AND CONDITIONS

These General Terms and Conditions ("Terms") are incorporated into and are made a part of a work authorization, proposal, or contract (the "Contract") between Famand, Inc., a California corporation, dba ("IES") and the customer identified in the Contract (the "Customer"). Each of IES and the Customer, and each of their successors-in-interest, are sometimes individually referred to as a "Party" and collectively as the "Parties." IES has agreed to provide the labor (the "Services") and Materials (defined below) (collectively, the "Work") at the location (the "Job Site") for the price (the "Price") specified in the Contract. The Contract, all of its relevant addenda, and these Terms are collectively referred to as the "Agreement".

1. Performance of Services. IES will perform the Services in a good and workmanlike manner. IES warrants that the Services will be free from defects in workmanship for a period of one year from the date the Services are first performed. Defects that occur within the one-year warranty period, under normal use and care, will be repaired or replaced at the sole discretion of IES with no charge for the labor.

2. Disclaimer of All Warranties. IES does not provide any warranty with respect to any materials, equipment, assemblies, or units (collectively, the "Materials") that IES will provide as part of the Work. All Materials are subject only to manufacturer's or processor's warranties, if any. Except as provided in Section 1 above, IES specifically disclaims all warranties with respect to the Services and Materials, and the Customer is acquiring all Services and Materials from IES as is, without any express or implied warranties, including without limitation, any warranty as to merchantability, fitness for a particular use, title, and infringement.

3. Limitation on Liability. In no event shall IES be liable to Customer or any of its shareholders, directors, officers, employees, agents, or to any other third party, whatsoever the nature of the claim, for any amount in excess of the total amount actually paid by Customer to IES under the Contract for the Services, unless it is finally determined that IES was grossly negligent or acted willfully or fraudulently. In no event shall IES be liable for any special, consequential, indirect, exemplary, punitive, lost profits, or similar damages, even if IES has been apprised of the possibility thereof. IES will not be liable for any failure or delay in the performance of its obligations hereunder by reason of any cause which is beyond its reasonable control.

4. Insurance. Customer shall continuously provide, at its sole expense, adequate property damage and public liability insurance to cover the scope of all contemplated activities and the value of all Services and Materials involved in the Contract, as well as all reasonable potential claims that may occur during the course of the Work. IES will maintain comparable insurance.

5. Change Orders. The scope of the work to be performed under the Contract is limited to the Work specifically described in the Contract. Should additional or different work be required or requested, IES may ask Customer to authorize such additional or different work by signing a change order form. These Terms shall be incorporated into and made a part of any signed change order form authorizing additional or different Work. IES shall have the right to cease performance of additional or different Work if a signed change order authorizing such additional or different work is not obtained from Customer. Notwithstanding the foregoing, the failure of IES to request or require such a change order shall not limit IES's right to receive payment for additional or different Work performed at Customer's request.

6. Payment Terms; Penalties for Late Payment. Invoices are due and payable to IES within 30 days of receipt or as otherwise provided in the Contract. If Customer fails to make any payment when due, Customer shall (i) include a 10% late payment fee with its payment (calculated on the amount of the late payment); and (ii) pay interest of one and one- half percent (1.5%) per month on the unpaid balance. Disputes regarding the Work shall not, under any circumstances, be grounds for withholding payment under the terms of the Contract.

7. Work Stoppage. IES shall have the right to cease performing the Services if any payment is not made to IES when due. If IES's performance is stopped for a period of thirty (30) days or more for any reason other than IES's breach of the Agreement, IES may, at its option, upon five (5) days written notice to Customer, demand and receive payment for: (i) all Services performed and for Materials ordered or supplied prior to the Work stoppage; and (ii) any other loss sustained due to the Work stoppage, including IES's normal overhead plus its profit margin. Thereafter, IES shall be relieved from any further liability for performance of the Work. If performance of the Services stops for any reason, Customer shall provide for the protection of all Materials on the Job Site and shall be responsible for any damage to or loss of those Materials.

8. Remedies in Event of Default by Customer. If Customer defaults in any of its obligations under the Contract, IES shall have the right to recover, as damages, at IES's option, either the reasonable value of Work performed by IES or the balance of the Price plus any other damages sustained as a result of Customer's default. Title to and ownership of all Materials installed by IES is expressly agreed to be and remain in IES until Customer pays IES in full. In the event of default by Customer, in addition to any other legal remedies or processes available, beginning five (5) days after the event giving rise to the default, IES shall have the right to terminate the Contract and enter the Job Site to take possession of and remove its Materials. Such entry may be made by IES without recourse to any legal proceedings for that purpose, without notice to Customer, and without any liability for IES arising therefrom.

9. Environmental Conditions. The Services do not include the detection, identification, abatement, encapsulation, or removal of any Hazardous Substance. "Hazardous Substance" is defined herein as any substance, whether solid, liquid, or gas, which is a physical or health hazard when it is inhaled, ingested, or otherwise comes in contact with any person present in the area where it is located and includes, without limitation, asbestos in either friable or nonfriable condition, and excludes any substance IES brings onto the Job Site for purposes of performing the Work. Customer represents and warrants to IES that there is no Hazardous Substance in or under any area of the Job Site wherein the Work is to be performed which has not been fully disclosed to IES in advance of the performance of the Work. In the event IES encounters on the Job Site any Hazardous Substance in the course of performing the Work, IES may immediately discontinue performance of the Work and remove its employees and subcontractors from the Job Site, and IES shall not resume the Work in the affected area until the Hazardous Substance is removed from the Job Site or rendered harmless to IES's sole satisfaction. IES will not be liable for any delay in the completion of the Work due to the presence of any Hazardous Substance at the Job Site. If, in the sole determination of IES, any Hazardous Substance or threat of harm therefrom cannot be removed from the Job Site in a reasonable amount of time, IES may terminate the Contract and IES shall be entitled to those damages set forth in Section 7 hereof. IES shall not be required to perform any work relating to Hazardous Substances unless IES consents to do such work and IES is authorized to do such work by any applicable

governmental authority having jurisdiction over such work. Notwithstanding any other provision of the Contract, Customer agrees to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) arising out of any claims of Customer, residents, tenants, guests, invitees, or other third parties, which claims are based on or arise out of the presence of any Hazardous Substance at the Job Site.

10. Indemnification and Waiver. Customer agrees, to the fullest extent permitted by law, to defend (with counsel satisfactory to IES), indemnify, and hold harmless IES and its shareholders, directors, officers, employees, and agents from and against any and all liabilities, claims, actions, causes of action, losses, damages, fees, or costs (including without limitation attorneys' fees and court costs) (the "Damages"), arising out of any claims of residents, tenants, guests, employees, invitees, or other third parties caused by Customer or its agents.

11. Arbitration of Disputes. In the event of any dispute between the Parties hereto, whether involving a claim in tort, contract, or otherwise, the same shall be submitted to arbitration. Arbitration shall be compulsory and binding and, except as provided herein, shall be conducted and governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure. Within a reasonable period of time after receipt of notice of demand for arbitration, the Parties to the dispute shall each appoint a third party arbitrator and give notice of such appointment to the other. Within a reasonable period of time after the appointment of the third party arbitrators, the two arbitrators so selected shall select a neutral arbitrator and give notice of the selection thereof to the Parties. The arbitrators shall hold a hearing within a reasonable period of time from the date of notice of selection of the neutral arbitrator. The decision of the arbitration panel will be final and conclusive upon both Parties. Venue for the arbitration of disputes shall lie in Sacramento County, California. Either Party is entitled to utilize attachment and mechanic's lien proceedings concurrently with arbitration proceedings and neither Party will be held to have waived the right to arbitrate by virtue of levy of attachment or recording and perfecting a mechanic's lien. The prevailing Party shall be entitled to recover its fees and costs (including reasonable attorneys' fees).

12. Miscellaneous. The Agreement constitutes the complete and entire agreement between the Parties with regard to the Work. The Agreement, and any dispute arising from the relationship between the Parties, shall be governed by California law, exclusive of its choice of law provisions. No action or claim of any kind, whether arising in tort, contract, statute or otherwise, arising from or in any way related to this Agreement, or the performance thereof, shall be commenced by any Party against the other more than two (2) years after the earlier of (i) the completion of Work under the Contract; or (ii) the termination of the Contract by either Party. All notices, demands, or other communications given hereunder shall be in writing and shall be sufficiently given ifpersonally ddelivered or delivered by overnight delivery service or sent by registered or certified mail, first class, postage prepaid, addressed to the respective Parties at the addresses provided in the Contract, or such other address with respect to any Party hereto as such Party may from time to time notify (as provided above) to the other Party hereto. Any such notice, demand, or communication shall be deemed to have been given: (a) if mailed as provided above, as of the close of the third (3rd) business day following the date so mailed; and (b) if personally delivered or sent by overnight delivery, on the date delivered. The terms and conditions of the Agreement that by their nature, sense, or context survive or are intended to survive expiration or termination of the Agreement, including, not by way of limitation, arbitration, indemnification, and limitation of warranty and liability provisions, shall survive the expiration or termination of the Agreement. No provision of the Agreement is intended to confer any benefit upon any third party and no third party shall have the right to enforce any of the provisions of the Agreement. The Agreement shall be interpreted without regard to any presumption against the Party that was responsible for its drafting and in an even-handed manner rather than against the drafting Party. In the case any provision of the Agreement is held invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining portions will not in any way be affected or impaired thereby. If and only if the Contract pertains to Preventive Maintenance, the following additional terms and conditions apply:

13. Automatic Renewal & Termination. The Contract will be renewed automatically on the anniversary date and subject to an increase of four percent (4%) in the Price, as well as an increase in the applicable labor rates and truck charge to reflect current market conditions. Either Party may terminate the Contract by giving thirty (30) days prior written notice.

May 22, 2024

Santa Rosa City Schools
Dave Harden, Maintenance & Transportation Manager
110 Stony Point Road
Suite 210 & 225
Santa Rosa, CA 95401

Subject: Proposal to Complete Data-Submission Requirements for State of California Building Energy Benchmarking Program

Dear Mr. Harden,

California's statewide benchmarking program requires annual reporting. The reporting requirements apply to any building (or buildings metered together) with 50,000 square feet or more of floor area.

This proposal includes the following services:

- Access online portal and enter all required energy input data, in order to adhere to program requirements.

The following outlines the required steps to complete the program requirements, ad provided by the State of California Energy Benchmarking team:

Benchmarking Steps

1) Create/Update Your ENERGY STAR® Portfolio Manager® Account

- Log in to ENERGY STAR Portfolio Manager using your login credentials
- Verify that the California Building ID is Entered Correctly:

o Find your California Benchmarking Reference Number.

o In the property's 'Details' tab, find the "Unique Identifiers (IDs)" box and click on "Edit". In the Standard ID box, under Standard ID – State/Province, click the drop-down and select California Building ID. In the ID box to the right, type in your Benchmarking Reference Number.

2) Confirm Your Building Information is Complete

- Enter all required information for your building that applies to the operation in the previous calendar year.

3) If Available, Connect Your Building with your Utility Provider for Automatic Utility Data Upload

- Follow the instructions outlined on your utilities' website in order to have your energy data automatically uploaded to your ENERGY STAR Portfolio Manager property.

4) Run the Data Quality Checker

- In the 'Summary' tab of your property in ENERGY STAR Portfolio Manager, run the Data Quality Checker by clicking 'Check for Possible Errors'.

5) Access the data request, Generate, and Send Your Report to the State

- Click on the appropriate reporting link on the "Report Benchmarking Data" website and follow the instructions.
- Within 24 hours, you will receive an email from the California Benchmarking Help Center (benchmarking@energy.ca.gov) letting you know the building is either 'In Compliance' or will require some revisions.
- Your building is not in compliance until you have received confirmation from the California Building Energy Benchmarking Program.

Syserco Energy Solutions will complete this work for a total price of $4,930.00 (Four-Thousand Nine-Hundred Thirty Dollars)

District shall provide Syserco Energy Solutions with all documentation received from Benchmarking Program and grant access to energy data, as required.

This proposal includes energy data input for (10) sites, as it is our understand that the Benchmarking Program is requiring data entry for (10) sites.

Please signify acceptance of this proposal by signing below.

Authorized by:

Dave Harden Director of Maintenance and Transportation Santa Rosa City Schools	Scott Meinzen VP and General Manager Syserco Energy Solutions, Inc.
_____ Signature	_____ Signature
Date:_____	Date:_____

District must assist SES with access to utility data, facility data and access to the District's portal.

SES is not liable for any penalties or fees that may be assessed by the for State of California Building Energy Benchmarking Program

California College Guidance Initiative

K-12 DATA SHARING AND SERVICES PARTNERSHIP AGREEMENT

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
On behalf of:
The California College Guidance Initiative

And

SANTA ROSA CITY SCHOOLS

Agreement No. 00009674

This K-12 Data Sharing and Services Partnership Agreement ("Agreement") is entered into by and between the Foundation for California Community Colleges, a nonprofit 501(c)(3) organization ("Foundation"), on behalf of the California College Guidance Initiative ("CCGI"), and the **SANTA ROSA CITY SCHOOLS** ("Local Educational Agency" or "LEA"), collectively ("Parties") to set forth the roles and responsibilities of the Parties related to LEA's uploading of its students' Education Records to www.CaliforniaColleges.edu ("CaliforniaColleges Website") and Foundation's provision of account support services on the CaliforniaColleges Website, the state of California's official college and career planning platform. The Parties understand and intend that CCGI be designated as an outsourced provider of institutional services and a "school official" with legitimate educational interests in such Educational Records as described in 34 C.F.R. 99.31(a).

I. DEFINITIONS

The following capitalized terms when used in this Agreement shall have the meanings ascribed to them respectively, in this Definitions section, unless such term is otherwise expressly defined in this Agreement.

"Agreement" shall have the meaning set forth in the preamble above and includes all linked addenda, schedules, and other attachments hereto (see below), as each may be amended from time to time to align CCGI's practices with California state policy, institutional policies of the public college systems in California and the California Student Aid Commission, and to update improvements in CCGI's security practices. Amendments to the addenda, schedules, and other attachments linked below will only take effect upon thirty (30) days' notice to LEA. Should there be any conflict between the terms of this K-12 Data Sharing and Services Partnership Agreement and any other terms linked below, this K-12 Data Sharing and Services Partnership Agreement shall take precedence, any other conflicts shall follow the following order of precedence: (1) Terms and Conditions of Partnership, (2) Data Privacy and Security Addendum, (3) Data File Specifications, available at https://www.cacollegeguidance.org/tcp/. The Data File Specifications provide instructions for uploading Student Data onto the California Colleges Website.

Terms and Conditions of Partnership
Data Privacy and Security Addendum
Data File Specifications

"CaliforniaColleges Website" shall mean the website located at www.CaliforniaColleges.edu. The Foundation is responsible for directly contracting and compensating a third-party technology vendor ("Vendor") for the continued operation and maintenance of www.CaliforniaColleges.edu under a separate agreement. Information describing the current Vendor can be found in the **Data Privacy and Security Addendum**, which is incorporated by reference. This definition shall also include any successor website performing the same function as www.CaliforniaColleges.edu.

"Education Record" shall have the meaning as set forth in 34 CFR §99.3 or under applicable state law. Education Records are those records that directly relate to a student and are maintained by an education agency or institution or by a party acting for the agency or institution. The term Education Record shall not include records that are otherwise excluded under 34 CFR §99.3 or applicable state laws.

"Student Data" shall mean any information (a) contained in a student's Education Record maintained by or for the LEA and provided to the CaliforniaColleges Website by an employee or agent of the LEA; or (b) acquired directly from a student or parent/legal guardian of the student through the use of the CaliforniaColleges Website, as assigned to the student or parent/legal guardian by LEA. Student Data does not include information created by a student, including, but not limited to: college lists, career assessment results, portfolios, creative writing, photographs, and account information that enables ongoing ownership of that information which is governed by CaliforniaColleges Website privacy policy.

II. TERM AND TERMINATION

A. Term. This Agreement will be deemed to be effective as of July 1, 2024 through June 30, 2029. No fees will be assessed under this Agreement while CCGI continues to be the provider of operational tools for the State of California.

B. Termination for Convenience. The Parties shall have the right to terminate this Agreement for any reason or no reason, without penalty, at any time by providing the other with written notice of termination in accordance with Section V of this Agreement at least sixty (60) calendar days in advance of the Termination Date. However, it is mutually understood and agreed that if the Foundation does not receive sufficient funding from the State of California to provide the Services described in this Agreement, Foundation may without penalty, terminate this Agreement by providing LEA with written notice of termination in accordance with Section V of this Agreement at least forty-five (45) calendar days in advance of the Termination Date.

III. DISTRICT RESPONSIBILITIES

A. Data Sharing

1. LEA shall comply with all applicable federal and state laws regarding privacy and security of Education Records and Student Data, including but not limited to those identified and discussed in the **Data Privacy and Security Addendum** attached at https://www.cacollegeguidance.org/tcp/ and hereby incorporated by reference.
2. LEA shall upload course catalog files at least once a year to enable the use of academic planning tools by a student planning coursework at a high school operated by LEA.
3. LEA agrees to verify accuracy of courses entered by LEA into the University of California ("UC") Course Management Portal ("CMP") at the UC Office of the President.
4. LEA agrees to upload Education Records, in accordance with the **Data File Specifications**, attached at https://www.cacollegeguidance.org/tcp/, and hereby incorporated by reference. In alignment with state policy and/or to evolve functionality that serves students in the planning for and transition to college, the Data File Specifications may be iterated over time and additional optional fields may be added to the Data File Specifications. LEA data may be submitted via sFTP or an API if available.
    a. LEA agrees to provide a centralized upload (not school site by school site) of Education Records from the local Student Information System ("SIS") into the CaliforniaColleges Website or an FTP server, both hosted by Amazon Web Services, using a standard data format with naming conventions and using a pre-defined protocol. If CCGI has an API integration with LEA's SIS provider, data may alternatively be shared via said API.

B. Implementation

1. LEA shall make staff, appropriate technology resources, and space available for ongoing professional development and user support.

2. LEA agrees to collaborate with Foundation staff to provide both individual user experience and technical feedback in order to improve implementation for all users.
3. LEA agrees to identify a point of contact to (1) assist the Foundation during implementation phase; and (2) navigate or immediately report any issues regarding availability of the CaliforniaColleges Website.
4. LEA is responsible for identifying and maintaining which educators at the LEA are provided accounts on the California Colleges Website. To do so LEA is responsible for compliance with Section I of the Terms and Conditions of Partnership, "Educator Account Creation, Authorization, and Maintenance" attached at https://www.cacollegeguidance.org/tcp/ and hereby incorporated by reference.

IV. FOUNDATION RESPONSIBILITIES

A. Technical and Service Level Support. The CaliforniaColleges Website is operated and maintained by Vendor. Service level support for the CaliforniaColleges Website is provided directly by Vendor. LEA should reach out to operations@californiacolleges.edu in order to facilitate communication with Vendor regarding technical issues with CaliforniaColleges Website.

B. Fees and Payments for Services. Foundation will provide the Services under this Agreement to LEA free of charge while Foundation continues to receive funding from the State of California. In the event that funding from the State of California is not sustained in future years, the Parties understand that the Foundation may assess and charge a fee for services provided to the LEA. In the event a fee is assessed, this Agreement will be amended, in writing, to affect that arrangement. Foundation shall provide LEA with a 45-day notice if funding from the State of California is reduced or discontinued.

C. Scope of Services. "Services" means the services and support offered by Foundation under this Agreement or on the CaliforniaColleges Website.

1. Foundation shall provide the necessary support for the integration of Education Records and Student Data into individual student accounts on the CaliforniaColleges Website. Foundation agrees to cooperate with representatives from the LEA to ensure the data is properly uploaded in accordance with the requirements and instructions as more fully set forth and incorporated herein as **Data File Specification** available at https://www.cacollegeguidance.org/tcp/ to this Agreement.
2. CCGI shall maintain and process Education Records and Student Data on behalf of the LEA in a manner that meets the standards of the California Community Colleges, California State University ("CSU"), California Student Aid Commission ("CSAC"), and UC systems for verified transcript data.
3. Foundation will provide an audit report of LEA's a-g course listings in the UC CMP database to identify discrepancies. Foundation agrees to provide technical assistance, guidance, and support to LEA staff for purposes of reconciliation of any identified discrepancies.
4. Foundation shall provide access to CSU and UC eligibility analyses, both individual student reports and aggregate tracking and reporting capability for counselors.
5. Foundation shall provide students with the ability to launch their application to the California Community Colleges using the CCCApply platform in a manner that tracks submission on the CaliforniaColleges Website.
6. Foundation shall provide students with the ability to auto-populate applications for admission to all CSU campuses with course data from their individual account on the CaliforniaColleges Website, when such data matches to the CMP at the UC Office of the President, and which enables students, their parent/guardian, educators in their school, and LEA to track application submission.
7. Foundation shall provide students with the ability to launch their application for admission to the UC using the UC application in a manner that tracks submission on the CaliforniaColleges Website. Additionally, beginning fall of 2024, students will have the ability to auto-populate course data into their UC application.
8. Foundation shall provide students with the ability to initiate their Free Application for Federal Student Aid ("FAFSA") from within the CaliforniaColleges.edu, in a manner that allows students, their parent/guardian, educators at their school site, and LEA to track the launch of this application and

which enables CCGI to provide CSAC with information that supports the Cal-grant eligibility determination process.

9. Foundation shall provide students with the ability to launch additional college and financial aid applications, as they may become available, as additional institutions develop articulation agreements with CCGI.
10. Foundation shall provide the following support for LEA:
    a) Technical assistance to support alignment between LEA's a-g course list in the UC CMP and the LEA SIS.
    b) Training opportunities.
    c) Implementation planning and support for strategic goal setting.
    d) User support to respond to student, educator, or parent/guardian questions or other inquiries.

V. NOTICE

Any request, notice or other communication by either Party shall be given in writing and shall be deemed given when actually delivered physically or via electronic mail to the addresses specified below:

CCGI:
Name: Contracts Manager
Email: ccgicontracts@californiacolleges.edu
Mailing Address:
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811

LEA:
Name: Simona Hoyos
Email: shoyos@srcs.k12.ca.us
Mailing Address:
Santa Rosa City Schools
211 Ridgway Avenue
Santa Rosa, CA 95401

THE PARTIES HEREBY EXECUTE THIS AGREEMENT

SANTA ROSA CITY SCHOOLS	FOUNDATION/CCGI
By: _____	By: Andrea Meyer
Print Name: _____	Print Name: Andrea Meyer
Title: _____	Title: General Counsel and Corporate Secretary
Date: _____	Date: Jun 10, 2024

JUN 0 4 2023

SANTA ROSA CITY SCHOOLS
Excellence is our Common Ground

SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

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

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source: 01-00000-0-3702-1000-5800-251-5151

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

For Billing *(if applicable)*: Bill to: _____ Billing frequency: _____

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

Number of Individuals Served: PHS STEM Certificate Population

Approved at Site by*: _____ Date: 6/4/24
* Signature - FOR CONTRACTS ORIGINATED BY SCHOOL SITE

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

Contract Created by: Kurt Kruger / Science / Piner High School **Phone #:** 707.481.5536
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: July 1, 2024 **Proposed Contract End Date:** May 31, 2025

Requisition #: _____

BUSINESS SERVICES USE ONLY

Verified Receipt of: Insurance(s) W-9 Form HR Clearance, if applicable
Funding Source /Funding Category verified: ☐ YES ☐ NO ***Board Approval Date:*** _____

Verified by: _____ Date: _____
Fiscal Services Authorizer **LAST REVISED ON 4-5-17**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide Steve Smith access to the SPARQ Center and SPARQ Observatory.

(b) CONTRACTOR's Responsibilities and Duties:

Continue with development and implementation of The SPARQ Observatory and SRG (SPARQ Research Group) including assistance in the following areas:

1. Student resource guide development for Astrophotography procedures including video tutorials.
2. Continued systems calibration and documentation.
3. Systems implementation, integration, maintenance, and documentation.
4. **S**PARQ **R**esearch **G**roup Development **(SRG):** Astrophotography, Photometry, and asteroid detection projects to satisfy students STEM Certificate Level 2 & 3 projects.

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on **July 1, 2024**, and will continue through **May 31, 2025**, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed **ten thousand two hundred** Dollars **($10,200.00).** DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

170 hours @ $60.00 per hour for a maximum total of $10,200.00 from July 1st 2024 through May 31st 2025. Monthly itemized invoices will be provided by Mr. Smith.

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

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

1. Completion of Contractors Responsibilities and Duties as outlined above.
2. Greater student involvement in **S**PARQ **R**esearch **G**roup (**SRG**).
3. Greater number of Level 2 and 3 projects for our **STEM Symposium** in May 2025.
4. SPARQ Astrophotography/Photometry Student Resource guide/procedures update.

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

X Provides a coherent, rigorous, and relevant teaching and learning program to graduate college and career ready students.

Increases student and family wellness and engagement through the full-service community school model.

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

X Provides safe and inviting facilities with current technology.

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

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

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

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the

event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

(b) If either party fails to perform any of its obligations hereunder, within the time and in the manner hereunder provided or otherwise violates any of the terms of the CONTRACT, either party may immediately terminate this CONTRACT by giving written notice of such termination, stating the reason for such termination. In such event, CONTRACTOR shall be entitled to receive payment for all services

satisfactorily rendered, provided, however, that there shall be deducted from such amount the amount of liquidated damages, if any, sustained by DISTRICT by virtue of any breach of the CONTRACT by CONTRACTOR.

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

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

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

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

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

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

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

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

DISTRICT:	**CONTRACTOR:**
Santa Rosa City Schools	Name: **Steve Smith**
211 Ridgway Ave	Street: **421 Sheldon Street**
Santa Rosa, CA 95401	City/State/Zip **Petaluma California 94952**
707-528-5381	Phone: **707.721.6174**
dmartin@srcs.k12.ca.us	Email: **ssbeyond59@gmail.com**

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS ____ DAY OF _____, 202___.

DISTRICT	**AUTHORIZED SIGNER *or* CONTRACTOR**
Signature: _____	Signature: Steve Smith
~~Anna Trunnell~~ Lisa August	Print Name: **Steve Smith**
~~Superintendent~~ Associate Superintendent	Title: **Independent Contractor**
~~dmartin@srcs.k12.ca.us~~ shoyos@srcs.k12.ca.us	Email: **ssbeyond59@gmail.com**
~~707-528-5831~~ 707-890-3770	Phone: 707.721.6174

North Coast School of Education

Memorandum of Understanding
Between
Sonoma County Superintendent of Schools as the Local Educational Agency
For the North Coast School of Education Career Technical Education (CTE) Program,
Participating County Offices of Education,
and
Participating School Districts and Employing Agencies

A. General

This Memorandum of Understanding (MOU) is between the Sonoma County Superintendent of Schools, serving as the Local Education, Agency (LEA) for the North Coast Career Technical Education (CTE) Credential Program, and the County Offices of Education, districts, schools, employing agencies, and independent charter schools (collectively "District") signing below. The term of this MOU commences on **July 1, 2024**, and terminates on **June 30, 2025**.

B. Purpose

The purpose of the MOU is to establish a formal working relationship between the parties. The Program will provide and coordinate services and support to guide Candidates in meeting California credential requirements through the state-accredited Career Technical Education (CTE) Credential Program. Throughout this document, new teachers are referred to as "Candidates" and experienced teachers are referred to as "Mentors."

C. Eligibility

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

- **Preliminary Credential Program:** Career Technical Education (CTE) who meet the industry experience and pre-requisite CCTC requirements.

D. LEA Responsibilities

1. Employ an NCSOE Director whose primary duty is to administer the Program and employ Support Staff whose primary duty is to support the administration of the Program.
2. Provide sufficient and appropriate workspace for the NCSOE Director, Program Support Staff, Project Leads, Curriculum Specialist, Registrar and Credential Advisors.
3. Provide office support services for the Consortium, including, but not limited to, mail service, phone, fax, Internet services, technology support, and meeting space for Program activities.
4. Provide business and legal services required for Program implementation for the region.
5. Develop and establish procedures for Program evaluation through the California Commission on Teacher Credentialing (CCTC) Accreditation Cycle. Submit Preconditions, Common Standards, Program Review state reports, and required fees in a timely manner.
6. Provide a process for equitable distribution of mentoring, support, formative assessment, and credential services to Candidates and Mentors in all participating Districts within the county.
7. Convene Program Regional Advisory Board meetings a minimum of two times per year, District Coordinators' meetings two times per year, and Regional Leadership Team meetings a minimum of five times per year.
8. Develop and provide personalized, professional learning for Candidates and their Mentors to be held in multiple locations within the geographical region served by the parties.
9. Assume overall fiscal responsibility for the administration of the Program budget, including submission of year-end expenditure reports and any other documentation required by CCTC and/or CDE in relation to the Program.
10. Establish a Budget Agreement and reporting requirements.

E. County Offices of Education/Lead Districts

1. Appoint a liaison to serve on the Program Regional Advisory Board. The liaison should be a designee authorized

by the County Superintendent of Schools, the Dean of Education, and/or the District Superintendent to fulfill the roles and responsibilities assigned to him or her. The liaison supports the Program by providing ongoing updates, communication, feedback for future planning and information to county office personnel, university staff, and district superintendents. The liaison also receives program updates to share out with their colleagues.

2. Assign one or more credential analyst(s) to work directly with Program staff to assist in identifying Candidates who are eligible for Program services as described by state guidelines and to assist school district staff in identifying eligible Candidates.
3. Provide meeting and conference rooms at no charge to the Program.
4. Provide the Program Lead with office and/or storage space, computer and fax access, telephone services, and limited mailing, photocopying and office supplies as needed.

F. District Responsibilities

1. Appoint a District Coordinator whose assignment includes dedicated time to fulfill the District Coordinator Roles and Responsibilities, such as supporting enrollment in the credential program.
2. Identify all CTE Credential Candidates upon hire who are eligible for Program services as described by state guidelines.
3. Communicate to all site administrators the need to support CTE credential participants through Program work. Including completion of a CTE Orientation to the credential program and CTE Foundations course within 30 days of enrollment.
4. Provide Candidates release time for observations and one-to-one consultations with the Mentor as described in the District Roles and Responsibilities. [Employer might include release time (at the expense of the district) to support participants in required observations (one per semester) and/or observations of colleagues.
5. Utilize defined selection criteria to identify high-quality, experienced teachers who demonstrate exemplary teaching practices as determined by the employer to serve as Mentors for Candidates. Mentors must demonstrate effective coaching, interpersonal and communication skills and:
    - Display best practices in providing "just in time" (as needed) and longer-term analysis of teaching practice to help Candidates develop enduring professional skills;
    - Commit to attending coaching/Mentor trainings, meetings and to meet weekly with Candidates;
    - Display willingness to work collaboratively with colleagues and regional NCSOE staff;
    - Embrace a positive attitude and disposition towards students and teaching;
    - Develop a sustained and thoughtful collegial relationship with Candidates;
    - Demonstrate leadership skills, curriculum expertise, and knowledge of district resources;
    - Serve as a role model for the teaching profession.
6. Provide Mentors compensated time to participate in the Program Mentor trainings on observation protocol, learning-focused conversations, "just-in-time" coaching and one-to-one consultations with Candidates(s) as described in the District Roles and Responsibilities.
7. Make every effort to assign Candidates to classrooms appropriate to their novice status, avoiding whenever possible, combination classrooms, secondary assignments with multiple preps, teaching assignments at multiple sites and multiple adjunct duties. (Preliminary CTE credential does not authorize EL-specific courses.)
8. Provide newly-hired teachers with a District Orientation.
9. Collaborate with NCSOE Director, Project Coordinator or Program Lead to ensure completion of Program requirements and manage consequences (i.e., need for additional or repeated coursework or semester requirements).
10. Assign a qualified Mentor to each eligible Candidate within 30 days of enrollment in the Program who meets the Commission's identified criteria of holding a valid corresponding Clear or Life Credential, having three (3) years successful teaching experience, and holds an English learner authorization. Pair Candidates with Mentors who most closely match their teaching assignment, including grade level and subject matter, CTE industry sector, and their credential. NCSOE can, upon request, provide a Virtual Mentor for those districts unable to find suitable matches for current program participants. An Addendum to this MOU will be provided, upon request.
11. Participate in the Program evaluation and the CCTC Accreditation Cycle, as needed.

G. Districts Fiscal Responsibilities and Terms

1. Credential Services are provided on a Fee-for-Service basis. In 2024/2025, the Fee will be based on the credential path as identified in the Fee-for Service flyer and is based per clear credential Candidate, per year. Refer to the

current Fee-for-Service schedule for additional credentialing services provided. Districts will be invoiced for each individual request for credential services. It is expected that invoices be paid promptly upon receipt or as agreed upon by both parties.

2. Should a Candidate not meet all semester requirements, additional semester or Program fees will apply including a potential late fee when due dates are not met.
3. The District is responsible to facilitate the compensation to Mentors (and District Coordinators), except when Virtual Mentor services are used.
4. Program Delay Requests must be submitted by the semester's program enrollment deadline (September 30th) in order for sites/districts not to incur any additional fees. After semester's enrollment deadline has passed, NCSOE staff will review the circumstances regarding the delay and charge a non-refundable fee, unless other arrangements had previously been made. This fee will range from a minimum charge of $350 to the total semester program fee.

H. Other Terms and Conditions

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

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

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

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

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

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

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

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

DK

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

Sonoma County Office of Education as LEA

Signature	Printed Name/Title	Date
Greg Medici (Mar 1, 2024 09:23 PST)	Greg Medici, Deputy Superintendent	Mar 1, 2024

North Coast School of Education

Signature	Printed Name/Title	Date
Eveta Jackson (Mar 7, 2024 17:39 PST)	Eveta Jackson, Director	Mar 7, 2024

Participating Agency

Name of District, School or County Office of Education: _____

Signature	Printed Name/Title	Date

April 1, 2024

To: County Superintendents, District Superintendents, Chief Business Officers (CBO's), Assistant Superintendents, and Directors

From: Eveta Jackson, M.Ed., NCSOE Director

Re: North Coast School of Education Career Technical Education (CTE) Program

Sonoma County Office of Education, as the Local Education Agency (LEA) for the NCSOE, is committed to providing relevant credentialing services throughout the region. NCSOE is continually working to develop research-based learning opportunities for all educators participating in our programs. We are committed to working as collaborative thought-partners with our partner districts to meet their individual district needs.

Career Technical Education
The North Coast School of Education (NCSOE) assists schools and districts in providing the Career Technical Education coursework that meets all program and credentialing standards as required by the California Commission on Teacher Credentialing. NCSOE provides CTE teachers with standards-based professional development through all required coursework, and supports CTE mentor teachers with research-based mentor training. All credential coursework is aligned to the California Standards for the Teaching Profession (CSTP), the CTE Credential Standards, and the 12 Elements of Highly Effective CTE programs set forth by the California Department of Education. New CTE teachers work closely with NCSOE instructors and a site mentor who offer "just-in-time" coaching and longer-term analysis of teaching practice to help new teachers develop enduring professional skills.

Fee for Service
Last year, Dr. Amie Carter, upon taking office as superintendent of schools for Sonoma County, commissioned independent studies of several programs, including NCSOE. As a result of these reviews, the NCSOE has increased the discounted fee it charges school districts for *Existing Credential Holders* by $500 in order to remain fiscally responsible. This will be the first rate increase since the 2017-18 school year. We have been very intentional about keeping our prices low and subsidizing all our partner school districts, which is why we have *not* increased our New Credential Holder fee.

NCSOE operates as a "fee for service" model. This model continues to provide increased access to quality credentialing services and support for districts that are employing new teachers in the region. **Program fee DOES NOT include the Mentor stipend or District Coordinator stipend. It is the responsibility of the employing agency to provide compensation to the Mentor unless Virtual Mentor Services are contracted through NCSOE at an additional cost**. Partner districts also have complimentary access to all the professional learning opportunities provided by NCSOE for their teachers to attend.

New Credential Holder Teacher Participants: $2,250 (per year/per participant)

Existing Credential Holder Teacher Participants: $1,000 (per participant)

SCOE and NCSOE are committed to serving the districts of Sonoma County and our regional partners. Please feel free to reach out to us if you have particular professional learning needs that we may assist you with.

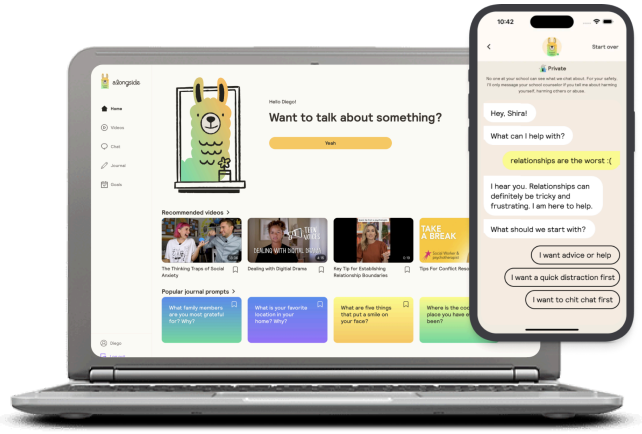
Sincerely,

Eveta Jackson, M.Ed.
NCSOE Director

Enclosures: Letter (1) and MOU (1)
Cc: Dr. Amie Carter, Sonoma County Superintendent of Schools,
Dr. Jason Lea, Assistant Superintendent-Human Resources

Program Description

Alongside is a mental health app that provides personalized prevention and early intervention to secondary school students. Students can experience immediate relief with Alongside's chatbot and in-app resources, which are created by a team of doctoral mental health experts and directly informed by evidenced-based clinical models. The founders of Alongside previously founded Actively Learn, a K-12 digital curriculum company which was acquired by McGraw Hill in 2021. Alongside was founded in April 2022 to reduce adolescent anxiety, depression and suicidality.



Key Benefits of Alongside:

- **Reduce emotional distress (anxiety, stress)**: A chatbot, mood tracker, and aActivities and a chatbot help all students feel validated and build resilience. 90% of middle and high school students feel better after just one exercise on the app.
- **Maximize instructional time**: The Alongside app improves students self-regulation, reducing the amount of time that they are disrupting and coming out of class, which is losing them educational time.
- **Save counselors time to focus on tier 2 & 3 support:** Alongside provides foundational support so counselors can focus on students with the highest needs. Students, especially frequent flyers, become more independent with 24/7 real-time access to the Alongside app, freeing up counselor time to focus on other issues that need to be addressed.
- **Help silent students with severe issues that screeners just don't catch:** Alongside's safety protocols are designed in consultation with experts in adolescent suicide and use the Columbia Protocol (C-SSRS) to determine severity of suicidal ideation. Severe issues are escalated to counselors during school hours via email and text, and schools can opt in to after hours support for students at no additional cost.
- **Create a safer school and community**: An anonymous reporting system allows students to submit safety concerns to their school leaders.
- **Access real-time data reporting:** Alongside includes a live dashboard that provides building and district specific insights on what students are dealing with and what resources and activities are being used.
- **Provide staff access as well**: Students are not the only individuals struggling with mental health challenges in school buildings. The Alongside app is free for staff to use as well.

Testimonials

From SY2023-24 Alongside partners

A student's perspective (link here)

"You can ask the app just about any question and it has an answer, and if necessary it can contact the adults and counselors at your school to make sure they know what's going on."

A superintendent's perspective (link here)

"Everyone needs some help and support sometimes. This app is here to help you be successful"

A principal's perspective (link here)

"Alongside is a game changer. It's the first level of support for our students."

A counselor's perspective (link here)

"She had made a suicidal outcry… It gave her an opportunity to say what she needed to say, and then I was able to step in and help."

Partnership Proposal

Prepared for	Prepared by	Quote Date
Sarah O'Connor	Jess Bell	5/14/24
Principal	Sr. Success Manager	Contract Start Date
Santa Rosa Middle School	Alongside	8/1/24

1 Year Partnership		Contract End Date:	7/31/25
Licenses	**Quantity**	**Unit Price / Yr**	**Total**
Alongside Student Licenses	480	$10.00	$4,800
Services	**Schools**	**Unit Price**	**Total**
Customer Success Manager, Annual Support	1	$750.00	$750
-- Customer Success discount (-100%)			*-$750*
		SUBTOTAL	$5,550
		DISCOUNT	-$750
		DISCOUNT %	-14%
		COST PER STUDENT	$10.00
		Total	**$4,800**

School Name	Licenses	School Name	Licenses
Santa Rosa MS	480		

Notes & Terms

Customer Success school-level annual support includes, but not limited to, a kick-off meeting, check in meetings, a mid-year meeting, an end-of-year meeting and email/phone support.

Alongside can be used by all school staff at no incremental charge.

Alongside does not charge sales tax for organizations that provide their Sales Tax Exemption Certificate. If you do not have one, we can update your proposal to reflect applicable sales taxes.

Partnership Agreement

Alongside is excited to be a partner in your efforts to support students' mental health. By using Alongside, you agree to our terms of use (the "Terms of Use") and privacy policy (the "Privacy Policy"). Lastly, here's the Alongside Technology Brief with action items for your IT department.

Partnership Type

☐ 1-yr

Name: _____

Title: _____

District: _____

Signature: _____

Date: _____

Name: Scott Freschet

Title: Head of Marketing, Sales, Success

Signature:

RENEWAL QUOTE

Rosetta Stone LLC
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

QUOTE # 5417592-2024-001
DATE: APRIL 11, 2024

TO:
Santa Rosa City School District
211 Ridgway Ave
Santa Rosa, CA 95401-4320

COMMENTS OR SPECIAL INSTRUCTIONS

SALESPERSON	ACCOUNT #	RENEWAL PERIOD	QUOTE VALID UNTIL
April Storm	A24-5417592	July 7, 2024 – July 7, 2025	July 7, 2024

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	Rosetta Stone for Schools (World Languages: 230 students)	$23,000.00	$23,000.00
		SUBTOTAL	$23,000.00
		SALES TAX	--
		SHIPPING & HANDLING	--
		TOTAL DUE	$23,000.00

Ordering instructions

We accept payment by purchase order, check, or credit card. To pay by purchase order, please email a copy of your PO to orders@quia.com or fax it to 650-372-4301. Please be sure to list the quote number on your payment or purchase order. For international accounts, we can accept wire transfers for an additional fee.

AGREEMENT FOR MIGRANT EDUCATION PROGRAM SERVICES

This Agreement for Services ("Agreement") is made and entered into as of May 1, 2024 by and between the **Butte County Office of Education/Migrant Education Region 2**, ("BCOE") and **SRCS CHILD NUTRITION SERVICES** ("Program Region"), (together, "Parties").

WHEREAS, the primary objective of the Santa Rosa City Schools Child Nutrition Services ("Program") is provide a Summer Food Program and service breakfast and lunch to a minimum of 150 migrant students attending the site based Santa Rosa Junior College (SRJC) Adelante Program. ;

WHEREAS, there is a need for the Program within the Program Region's jurisdiction;

WHEREAS, the Program is administered by BCOE and BCOE agrees to provide the Program services to the Program Region pursuant to the terms of this Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. **Services**. This Agreement is made and entered into for the provision of Program services for migrant students within the Program Region's jurisdiction. BCOE's duties, obligations and agreements to provide the Program services under this Agreement are set forth in the attached **Exhibit "A"** ("Services") Program Region's duties, obligations, and agreements are set forth in the attached **Exhibit "B**,**"** ("Program Region Obligations").

2. **Term**. Services shall commence on June 10, 2024 and will continue until July 23, 2024, unless this Agreement is terminated and/or otherwise cancelled prior to that time.

3. **Payment**. BCOE shall pay Program Region for the provision of the Services a total not to exceed amount of zero dollars ($0.00), this will be an in-kind service.

4. **Termination**. It is expressly understood and mutually agreed that the success of the Program is the condition for the continuation of this Agreement. Either party may, at any time, with or without reason, terminate this Agreement with a reasonable explanation. Written notice by the terminating party shall be sufficient to stop further provision of Services and Program Region Obligations. Notice shall be deemed given when received by the non-terminating party or no later than three days after the day of mailing, whichever is sooner.

5. **Indemnification**. To the furthest extent permitted by California law, Program Region shall, at its sole expense, defend, indemnify, and hold harmless the BCOE, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the "claims") of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys' fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Program Region under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The BCOE shall have the right to accept or reject any legal representation that Program Region proposes to defend the indemnified parties.

6. **Insurance**. Each party shall procure and maintain at all times insurance with minimum

limits as customary for that party's course of business. Certificates and insurance policies for each party shall name the other party, their representatives, employees, and agents as additional insureds, and provide for not less than thirty (30) days' notice of cancellation or material charge. Parties shall provide each other with a certificate of insurance, for review and approval, stating these conditions prior to the commencement of Services under this Agreement. Such insurance shall be maintained with insurance carriers licensed to transact business in the State of California.

7. **Anti-Discrimination**. It is the policy of the BCOE that in connection with all work performed under contracts there be no discrimination against any person engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore Program Region agrees to comply with applicable Federal and California laws including, but not limited to the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735.

8. **No Rights in Third Parties.** This Agreement does not create any rights in, or inure to the benefit of, any third party except as expressly provided herein.

9. **Notice**. Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

If to BCOE:	**If to Program Region:**
Butte County Office of Education 1859 Bird Street Oroville, CA 95965 ATTN: Yanet Carrillo PHONE: (530) 532-5750 FAX: (530) 532-3096 EMAIL: ycarrillo@bcoe.org	SRCS CHILD NUTRITION SERVICES 211 Ridgway Ave. Santa Rosa, CA 95401 ATTN: Edward Burke, Director of Child Nutrition Services PHONE: (707) 890-3800 ext. 80705 EMAIL: eburke@srcs.k12.ca.us

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective five (5) days after deposit in the United States mail.

10. **Integration/Entire Agreement of Parties**. This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

11. **Assignment.** The obligations and/or interests of either party under this Agreement shall not be assigned or transferred in anyway without written consent from the other party.

12. **California Law**. This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County.

13. **Waiver**. The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

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

15. **Provisions Required By Law Deemed Inserted.** Each and every provision of law and clause required by law to be inserted in this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein.

16. **Authority to Bind Parties.** Neither party in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

17. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.

18. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as being jointly prepared by the Parties.

19. **Signature Authority.** Each party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

21. **Incorporation of Recitals and Exhibits**. The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date(s) indicated below.

BCOE:	**Program Region:**
Dated: _____	Dated: _____
BUTTE COUNTY OFFICE OF EDUCATION	SRCS CHILD NUTRITION SERVICES
Signed By: _____	Signed By: _____
Print Name: Mary Sakuma	Print Name: ~~Edward Burke~~ Lisa August
Title: Superintendent	Title: ~~Director of Child Nutrition Services~~ Associate Superintendent

EXHIBIT "A"
PROGRAM SERVICES

JUNE AND JULY 2024

BCOE will:

1. Notify the SRCS Child Nutrition Services Department how many meals are required.

2. Share SRJC Adelante Program Office staff contact information.

3. Notify Nutrition Services staff of upcoming field trip dates and times.

Santa Rosa City Schools Child Nutrition Services will:

1. Prepare, transport, and serve breakfast and lunch to the migrant students attending the SRJC Adelante Program between June 10 – July 23, 2024, Monday through Thursday.

2. Prepare meals for SRJC Adelante Program field trips.

EXHIBIT "B"
PROGRAM REGION DUTIES AND OBLIGATIONS

JUNE AND JULY 2024

This service will be an in-kind service.

No invoices will be created.

Sonoma County
Office of Education

ADDENDUM #1 (06/04/24)
Sonoma County Office of Education
And
Santa Rosa City Schools
Memorandum of Understanding
Ethnic Studies Services

This addendum is meant to:

1. Update the cost due to the increase in the number of training needs.

Addendum:

In consideration of the completion and submission of the agreed-upon resources outlined in the Memorandum of Understanding between the Sonoma County Office of Education (SCOE) and Santa Rosa City Schools (SRCS) regarding Ethnic Studies Services, and in recognition of the additional efforts and resources expended by Santa Rosa City Schools, SCOE hereby agrees to amend the financial relationship as follows:

Upon completion and submission of the ethnic studies resources to the HUB, SCOE shall increase the payment to Santa Rosa City Schools by an additional amount of fifty-four thousand, three hundred and twenty dollars ($54,320). The total payment to be made by SCOE to Santa Rosa City Schools shall now be ninety-six thousand, three hundred and twenty dollars ($96,320).

This addendum shall become effective immediately upon execution by both parties and shall be considered an integral part of the original Memorandum of Understanding.

Financial Relationship: Upon completion and submission of resources to the HUB, Santa Rosa City Schools shall invoice SCOE for $96,320. Invoice must be submitted on or before June 15, 2024.

Upon confirmation of resource development and submission to the HUB, SCOE will pay Santa Rosa City Schools within 30 days. Invoice should be sent to:

Sonoma County Office of Education
EES Division / Attn: Conny Arita
5340 Skylane Blvd.
Santa Rosa, CA 95403

All conditions under the fully executed on March 14, 2024 MOU apply.

DK

GM

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

SANTA ROSA CITY SCHOOLS -

Lisa August (Jun 11, 2024 12:44 PDT)

Lisa August, Associate Superintendent

Jun 11, 2024

Date

SONOMA COUNTY OFFICE OF EDUCATION -

Greg Medici

Greg Medici (Jun 11, 2024 17:22 PDT)

Greg Medici, Dept. Superintendent, Business Services

Jun 11, 2024

Date

DK

GM

Sonoma County Office of Education

DK

GM

Sonoma County Office of Education and Santa Rosa City Schools Organization
Memorandum of Understanding
Ethnic Studies Services

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

The purpose of this MOU is to establish an agreement that allows Santa Rosa City Schools organization to curate and/or develop ethnic studies resources for the HUB.

Project Description with Roles & Responsibilities: Santa Rosa City Schools will be responsible for developing a workgroup for Design Thinking in Ethnic Studies-Community Based Pedagogies, Community-informed Professional Learning, Systems Improvement to curate and/or develop ethnic studies resources for the HUB in the form of uploading information to the SRCS CRESC Resource Folder. **All resources must be completed and uploaded by June 15, 2024**.

Terms: This agreement is effective for the 23/24 school year to end June 15, 2024.

Financial Relationship: Upon completion and submission of resources to the HUB, Santa Rosa City Schools shall invoice SCOE for $42,000. Invoice must be submitted on or before June 15, 2024.

Upon confirmation of resource development and submission to the HUB, SCOE will pay Santa Rosa City Schools within 30 days. Invoice should be sent to:

Sonoma County Office of Education
EES Division / Attn: Conny Arita
5340 Skylane Blvd.
Santa Rosa, CA 95403

Termination of Agreement: This Agreement may be terminated at any time upon the mutual written agreement of the Parties or by either party with or without cause upon forty-five (45) calendar days' advance written notice to the other party.

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

Mutual Indemnification: To the fullest extent permitted by law, shall defend, indemnify, and hold harmless SCOE, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive negligent, wrongful or willful acts or omissions of SRCS, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this Agreement. In the event any action or proceeding in any forum is brought against the SCOE for any such acts or omissions of SRCS, SRCS shall defend the same at SRCS's expense.

To the fullest extent permitted by law, SCOE shall defend, indemnify, and hold harmless SRCS, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and

actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive willful acts or willful omissions of SCOE, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this agreement. In the event any action or proceeding in any forum is brought against SRCS for any such acts or omissions of SCOE, SCOE shall defend the same at SCOE's expense.

Force Majeure: Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); any laws, regulations, or Orders of Local, State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall give the other party written notice of the cause for the delay as soon as practicable. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any services or costs if the failure to perform the Agreement arises from any of the contingencies listed above.

Integration: This Agreement represents the entire understanding of SRCS and SCOE as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto.

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.

Severability Waiver: The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party permitting the waiver.

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.

DK

GH

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

SANTA ROSA CITY SCHOOLS -

Tim Zalunardo
Tim Zalunardo (Mar 12, 2024 15:41 PDT)

03/12/2024

Tim Zalunardo, Executive Director - Secondary, Educational Services — Date

SANTA ROSA CITY SCHOOLS

Lisa August (Mar 14, 2024 16:52 PDT)

3/14/2024

Lisa August, Chief Business Official — Date

SONOMA COUNTY OFFICE OF EDUCATION -

Greg Medici (Mar 15, 2024 16:24 PDT)

March 15, 2024

Greg Medici, Dept. Superintendent, Business Services — Date

DK

GM

Signature:

Email: dkitamura@scoe.org

Signature:

Greg Medici (Mar 1, 2024 09:23 PST)

Email: gmedici@scoe.org

Signature:

Email: dkitamura@scoe.org

Signature: Greg Medici (Jun 7, 2024 12:41 PDT)

Email: gmedici@scoe.org

QUOTE - Santa Rosa City Schools - 5 Sites - 24/25 Renewal

Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA 95401
USA

Reference: 20240501-235638532
Quote created: May 1, 2024
Quote expires: June 30, 2024
Quote created by: Linda Nelson

linda@minga.io

Beatrice Gonzales
bgonzales@srcs.k12.ca.us
707.890.3800 ext. 80501

Comments from Linda Nelson

Sites included with their subscription:

Ridgway High School (500) - Not a Lifetouch Customer
Minga Hall Pass Bundle
Elsie Allen High School (1500) - Lifetouch Customer
Minga Hall Pass Bundle
Piner High School (1500) - Lifetouch Customer
Minga Bundle
Montgomery High School (1500) - Not a Lifetouch Customer
Minga Bundle
Maria Carrillo High School (2500) - Lifetouch Customer
Minga Bundle

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Minga HallPass Bundle - Up to 500 Students Includes all the following modules: Minga Base Platform Hall Pass Module	MINGA - HALLPASS BUNDLE - 500	1	$1,500.00	$1,500.00
Minga HallPass Bundle - Up to 1500 Students Includes all the following modules: Minga Base Platform Hall Pass Module	MINGA - HALLPASS BUNDLE - 1500	1	$3,600.00	$1,800.00 after $1,800.00 discount
Minga Bundle - Up to 1500 Students Includes all the following modules: Minga Base Platform Hall Pass Module Check In Module Behavior Module 50k SMS Messages	MINGA - BUNDLE - 1500	1	$8,645.00	$6,845.00 after $1,800.00 discount
Minga Bundle - Up to 1500 Students Includes all the following modules: Minga Base Platform Hall Pass Module Check In Module Behavior Module 50k SMS Messages	MINGA - BUNDLE - 1500	1	$8,645.00	$8,645.00
Minga Bundle - Up to 2500 Students Includes all the following modules: Minga Base Platform Hall Pass Module Check In Module Behavior Module 50k SMS Messages	MINGA - BUNDLE - 2500	1	$11,400.00	$8,900.00 after $2,500.00 discount

One-time subtotal	$27,690.00 after $6,100.00 discount
Multi-Site District Discount	($4,153.50) 15% discount
Total	**$23,536.50**

Standard annual subscription July 1 - June 30.
Minga Privacy Policy and Terms Of Use and SaaS Agreement.

Minga W9 Download

Minga Payment Instructions

Minga Solutions
8 The Green STE R
Dover, Delaware 19901
United States

MINGA SUBSCRIPTION AGREEMENT

Last Updated: April 2024

This Subscription Agreement (the "**Agreement**") is between the Customer identified in the Order (as defined below)("**Customer**") and Minga Solutions US Inc. ("**Minga**").

1. DEFINITIONS

1.1 "**Affiliate**" means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under direct or indirect common control with such party, or which is a wholly owned subsidiary of such party, where "control" means owning, directly or indirectly, at least 51% of the equity securities or equity interests of such entity.

1.2 "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Minga in an aggregated and anonymized manner, provided that any such data and information has been fully de-identified and does not identify Customer, Customer's Authorized Users or any other individual person.

1.3 "**Authorized Users**" means the employees, agents and independent contractors of Customer and any other individuals Customer permits to use the Services, including but not limited to parents and students.

1.4 "**Customer Content**" means any data, content or materials that Customer or its Authorized Users submit to the Services or create or generate using the Services, except for Minga Content incorporated therein and Aggregated Statistics.

1.5 "**Claims"** means any and all manner of claims, demands, actions, suits, investigations or proceedings, including, without limitation, all rights with respect to any and all Losses.

1.6 "**Losses**" means any and all manner of losses, damages, fines, penalties, costs and expenses (including legal fees on a full indemnity basis), known or unknown, foreseeable or not foreseeable, liquidated or unliquidated.

1.7 "**Minga Content**" means all content that is not Customer Content, including but not limited to, any data, information, programs, templates, material or other content that Minga makes accessible to Customer through the Services.

1.8 "**Order**" means an order form entered into between Customer and Minga or, in the absence of an order form, an invoice issued by Minga to Customer for the Services. In the case of a trial period, "Order" means the email communication sent by Minga to Customer detailing the terms of the trial period, including the duration and Usage Limitations.

1.9 "**Services**" means those services made available to Customer by Minga as set out in an Order, including but not limited to the Software, training, and support.

1.10 "**Software**" means Minga's campus management software-as-a-services platform and all Minga Content therein.

1.11 "**Subscription**" means the right to access the Software pursuant to the Order.

1.12 "**Usage Limitations**" means the usage limitations for the Services stated in the Order, including but not limited to a restriction on the number of Authorized Users.

2. ACCESS AND USE

2.1 **Access and Use.** Subject to the terms of this Agreement, Minga grants Customer and Customer's Authorized Users a fee-bearing (except in the case of a free trial), non-exclusive, personal, non-transferable, non-sub-licensable and fully revocable limited right to access and use the Services during the Term, solely for school-related purposes (and not for commercial purposes) and within the Usage Limitations.

2.2 **Account Activity.** Customer is responsible for all activities that occur under Customer's and Customer's Authorized Users' accounts, including, but not limited to, ensuring that Authorized Users keep their login credentials confidential and ensuring that only those individuals authorized by Customer have access to the accounts and any connected Third Party Services. Customer shall promptly notify Minga if Customer learns any Authorized User accounts or credentials have been compromised.

2.3 **Customer's Responsibilities.** Customer shall: (i) ensure that it and its Authorized Users' comply with this Agreement and applicable laws; (ii) be responsible for all Customer Content, including its accuracy, completeness, quality, integrity and legality; (iii) ensure it has all necessary legal rights for it and its Authorized Users to possess, use and upload Customer Content; and (iv) obtain all required consents, permissions and authorizations and provide any required disclosures or notices to Authorized Users or other individuals as required by applicable law, as well as maintain legally-adequate privacy policies.

2.4 **Usage Limitations.** If Customer exceeds the Usage Limitations, Minga will work with Customer to assess and adjust Customer's user needs. Customer is then obligated to either adhere to the Usage Limitations or incur additional charges for expanded usage, as mutually agreed upon between the Customer and Minga. Minga reserves the right to charge for any excess usage at its standard rates and may suspend or terminate Customer's Services, in whole or in part, for continued non-compliance with these limitations.

2.5 **Updates and Changes.** Customer acknowledges and agrees that Minga may, in its sole discretion, modify, suspend or remove any Minga Content or other features of the Services, or make updates, bug fixes, modifications, or improvements to the Services, at any time, with or without notice to Customer or its Authorized Users.

2.6 **Future Functionality.** Customer hereby acknowledges and agrees that its Subscription purchase is not contingent on the delivery of any future Software functionality, feature, or services offerings, or dependent on any oral or written representations made by Minga whatsoever.

2.7 **Third Party Services.** Customer may also have the option to connect to content, functionality, software and other services developed, provided, or maintained by third parties (collectively, "**Third Party Services**") through the Services. All Third Party Services are provided by third parties and are not under the direction or control of Minga. Customer further acknowledges and agrees that Minga shall not be liable or responsible, directly or indirectly, for Customer's or Customer's Authorized Users' access to or use of

any Third Party Services, including any damages, losses, liabilities, failures, or problems caused by, related to, or arising from any Third Party Services. Customer's and Customer's Authorized Users' use of and access to any Third Party Services is solely between Customer and the third party provider of the Third Party Services and is subject to any additional terms, conditions, agreements, or privacy policies provided or entered into in connection with the Third Party Services. Customer acknowledges and agrees that Minga may monitor usage of Third Party Services. Without limiting the foregoing, if, in Minga's judgment (acting in its sole discretion), a Third Party Service threatens the security, integrity or availability of the Services, Minga may immediately and without notice disable access through the Services to such Third Party Service.

3. RESTRICTIONS

3.1 **Restrictions on Use.** Except as expressly permitted in this Agreement, Customer agrees that Customer will not (and will not permit or allow any Authorized User or third party to): (i) rent, lease, copy, transfer, resell, sublicense, time-share, or otherwise provide access to the Services to a third party; (ii) alter, edit, modify or create derivative works of the Services or any portion of the Services; (iii) reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to the Services; (iv) use the Services to store or transmit any code, files, scripts, agents or programs intended to do harm, including, for example, viruses, worms, time bombs and trojan horses, (v) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, (vi) attempt to gain unauthorized access to Services or the related systems or networks, (vii) permit direct or indirect access to or use of any Services in a way that circumvents a contractual usage limit; (viii) access the Services for the purpose of building a competitive product or service or copying its features or user interface; (ix) use the Services in any manner that violates terms of this Agreement; or (x) remove or obscure any of Minga' proprietary or other notices contained in the Services.

3.2 **Acceptable Use Policy.** Customer shall not use or allow its Authorized Users to use the Services in any manner that violates Minga's Acceptable Use Policy located at: https://minga.io/acceptable-use-policy/ (the "**AUP**"). Customer is responsible for monitoring its Authorized Users compliance with the AUP and for promptly notifying Minga of any suspected or confirmed violation.

3.3 **Cooperation**. Customer shall fully cooperate with Minga to address any suspected or confirmed violation of this Section 3 (Restrictions) by an Authorized User.

4. FEES AND PAYMENT

4.1 **Fees for Services**. Customer agrees to pay Minga all fees set out in the Order, plus all applicable taxes in accordance with the payment terms in the Order. Customer acknowledges and agrees that (i) fees will not be prorated based on actual usage; (ii) payment obligations are non-cancelable and, except as expressly provided in this Agreement, all fees are non-refundable, and (iii) quantities cannot be reduced during the Term. If Customer fails to pay the fees when due, Minga may, with or without notice to Customer: (a) suspend Customer's access to the Services until such fees are paid; or (b) terminate this Agreement.

4.2 **Taxes.** All quoted Fees for the Services do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with all fees due under an Order. If Minga is legally obligated to pay or collect Taxes for which Customer is responsible, then Minga will include and collect such Taxes from Customer. For clarity, Minga is solely responsible for all taxes assessable against Minga based on its revenues, assets (including real property) and personnel.

5. COLLECTION OF PERSONAL INFORMATION

5.1 **Privacy Policy.** Minga's privacy policy explains how Minga collects, uses and discloses personal information relating to Customer's and its Authorized User's access to and use of the Services ("**Privacy Policy**"). For full details, please refer to Minga's Privacy Policy located at: https://minga.io/privacy-policy/.

6. TERM, SUSPENSION AND TERMINATION

6.1 **Term.** The initial term of this Agreement will commence on the July 1st immediately following the issuance of the Order by Minga for the Services, or on an alternative date if specifically stipulated in the Order, and will continue for the duration specified in the Order, unless terminated in accordance with this Agreement (the "**Initial Term**"). The Agreement will only be renewed on mutual agreement of the parties. Any renewal term will commence on July 1st following the end of the Initial Term or the preceding Renewal Term, as applicable, and will extend for a duration specified in the relevant Order or one year, whichever is greater, unless terminated in accordance with this Agreement (each a "**Renewal Term**"). The "Term" of this Agreement encompasses both the Initial Term and any subsequent Renewal Term(s). Customer can request to renew at any time by contacting support at support@minga.io.

6.2 **Temporary Suspension.** Without limitation to Minga's other remedies, Minga shall be entitled to suspend Customer's and/or an Authorized User's access to the Services or delete any Customer Content:(i) if Customer or an Authorized User breaches Sections 2.3 (Customer Responsibilities) or Section 3 (Restrictions); (ii) if necessary to protect the security or integrity of the Services, or to protect Minga or any other entity or individual from material harm; or (iii) to respond to law enforcement or any other governmental authority. Minga shall provide notice of any action taken in accordance with this Section 6.2 as soon as possible unless prohibited by applicable law. Minga shall reinstate Customer's and/or the Authorized User's access as soon as possible if and when the situation that led to suspension has been resolved, provided that this Agreement has not been terminated.

6.3 **Termination.** Either party shall be entitled to terminate this Agreement: (i) if the other party commits a material breach of the Agreement which cannot be remedied; (ii) if the other party fails to cure a material breach of the Agreement within 30 days of being given notice of the breach; or (iii) immediately upon notice if the other party ceases business without a successor or becomes the subject of any bankruptcy proceeding or any other proceedings relating to insolvency, administration, liquidation or assignment for the benefit of some or all of its creditors or enters into an agreement for the composition, extension, or readjustment of substantially all of its obligations. To the extent Customer is

using the Services under a trial period or to beta test new features or functionalities, Customer or Minga may terminate the trial period or beta test features at any time.

6.4 **Effect of Termination.** On termination or expiration of this Agreement, Customer's and its Authorized Users' right to access and use the Services will terminate. If the Services do not include a feature that enables Customer to export Customer Content prior to the end of the Term, Minga will assist Customer to export Customer Content, provided that the Customer makes such request before the end of the Term. If this Agreement is terminated by Customer under Section 6.3(i) or (ii), Minga shall promptly provide a pro-rata refund of unused prepaid fees, calculated at the date of termination.

7. INTELLECTUAL PROPERTY

7.1 **Customer's Proprietary Rights.** As between Minga and Customer, Customer owns all rights, title and interests in and to Customer Content. Customer grants Minga a sublicensable, fully paid-up, transferable, non-exclusive, limited right to use Customer Content as necessary to provide and improve the Services.

7.2 **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Customer acknowledges and agrees that Minga may (i) monitor Customer's and Customer's Authorized Users' use of the Services; (ii) collect and compile Aggregated Statistics based on such use, including, without limitation, Customer Content; and (iii) use such Aggregated Statistics in any manner, including, without limitation, to improve the Services. As between Minga and Customer, all rights, title, and interests in and to the Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Minga.

7.3 **Minga Proprietary Rights.** The Minga names, slogans, logos, trademarks, service marks, domain names, designations, Services, Aggregated Statistics, Feedback (as defined below), any and all related documentation, technology, code, know-how, and templates, and the arrangement and look and feel of the Services, and any updates, modifications or derivative works of any of the foregoing, (collectively the "**IP**") are Minga's exclusive property. Minga retains all rights, title, and interests in and to the IP. Customer acknowledges having been advised by Minga that the IP is protected in Canada and internationally by applicable law including, but not limited to, copyright laws, trademark laws, treaty provisions and other intellectual property, confidential information and proprietary rights laws.

7.4 **Feedback.** If Customer or any Authorized User provides suggestions, ideas, enhancement requests, corrections, or other feedback to Minga concerning the Services ("**Feedback**"), Minga may use, disclose and exploit such Feedback without restriction or any obligation to account to Customer or the individual providing the Feedback. Minga is not required to consider or implement any Feedback.

8. Disclaimer of Warranties

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SERVICES ARE MADE AVAILABLE ON AN "AS-IS", "AS AVAILABLE", "WHERE AS" AND "WITH ALL FAULTS" BASIS. MINGA EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SECURITY,

ACCURACY, QUALITY AND NON-INFRINGEMENT OR ARISING FROM COURSE OF DEALING, USAGE OR TRADE. MINGA DOES NOT WARRANT THAT THE SERVICES ARE SUITABLE FOR OR WILL MEET CUSTOMER'S REQUIREMENTS, INCLUDING BUT NOT LIMITED TO COMPLYING WITH ANY LAW, RULE OR REGULATION, THAT THE SERVICES WILL BE FREE OF DEFECTS, MALICIOUS CODE, VIRUSES OR MALWARE, THAT THE OPERATION OF THE SERVICES WILL BE FREE FROM INTERRUPTION OR ERROR-FREE, OR THAT ERRORS OR DEFECTS IN THE SERVICES WILL BE CORRECTED.

9. **Limitation of Liability**

9.1 **LIMITATION OF LIABILITY.** TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, IN NO EVENT WILL MINGA, ITS AFFILIATES, AND ITS AND THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS (THE "**MINGA PARTIES**") BE LIABLE TO CUSTOMER UNDER ANY TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHER LEGAL OR EQUITABLE THEORY FOR: (A)(I) INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, REPUTATIONAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND; (II) COSTS OF PROCUREMENT, COVER, OR SUBSTITUTE GOODS OR SERVICES; (III) LOSS OF USE OR CORRUPTION OF DATA; OR (IV) LOSS OF OPPORTUNITIES, PROFITS, GOODWILL, OR SAVINGS; OR (B) ANY DAMAGES, IN THE AGGREGATE, IN EXCESS OF THE FEES PAID BY CUSTOMER FOR THE SERVICES SUBJECT TO THE CLAIM DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE ON WHICH THE EVENT GIVING RISE TO THE LIABILITY AROSE, EVEN IF MINGA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH OR LOSSES OR DAMAGES COULD HAVE BEEN REASONABLY FORESEEN. ANY CLAIM CUSTOMER MAY HAVE ARISING OUT OF OR RELATING TO THIS AGREEMENT MUST BE BROUGHT WITHIN TWO YEARS AFTER THE OCCURRENCE OF THE EVENT GIVING RISE TO SUCH CLAIM.

9.2 **ASSUMPTION OF RISK.** CUSTOMER ACKNOWLEDGES AND AGREES THAT ITS AND ITS AUTHORIZED USERS' ACCESS TO AND USE OF THE SERVICES IS CONDITIONAL ON THE ACCEPTANCE OF THE TERMS OF THIS AGREEMENT, INCLUDING THE DISCLAIMER OF WARRANTIES, INDEMNITIES AND LIMITATIONS OF LIABILITY SPECIFIED HEREIN. IT IS AGREED AND ACKNOWLEDGED THAT THE ESSENTIAL PURPOSE OF THIS SECTION IS TO ALLOCATE THE RISKS UNDER THIS AGREEMENT AND FOR USE OF THE SERVICES BETWEEN CUSTOMER AND MINGA AND EACH HAS RELIED ON THIS ALLOCATION AND LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT.

9.3 **EXCEPTION.** The limitations in this Section will apply to the greatest extent allowed by law.

10. **INDEMNIFICATION**

10.1 **Indemnification by Customer.** Customer agrees to defend, indemnify and hold harmless the Minga Parties from and against all Claims of third parties brought against, and all Losses, of whatever nature incurred or suffered by, any of the Minga Parties arising from or in any way related to: (i) Customer's or its Authorized Users' acts or omissions, including but not limited to breach of this Agreement or breach of applicable

law; (ii) Customer's or its Authorized Users' use of the Services, including but not limited to Customer Content.

10.2 **Indemnification by Minga.**

(a) **Intellectual Property Rights Indemnity.** Minga will defend and hold Customer and its Authorized Users harmless against any Claims made or brought against Customer or any of its Authorized Users based solely on a Claim by a third party alleging that the use of the Services as permitted hereunder infringes or misappropriates the Canadian or United States intellectual property rights of such third party and will pay for damages finally awarded against Customer or any of its Authorized Users or agreed to in any settlement (including any reasonable legal fees) by Minga resulting from such a Claim.

(b) **Exclusions.** Minga will have no obligation under this Section 10.2 for any infringement or misappropriation arising from or in any way related to: (i) use of the Services by Customer or its Authorized Users in combination with other products or services that are not provided or authorized by Minga; (ii) use of the Services by Customer or its Authorized Users in a manner or for a purpose not consistent with this Agreement or instructions provided by Minga; (iii) any modification of the Services not made or authorized in writing by Minga; (iv) any breach of Section 3 (Restrictions); or (v) trial or beta use of the Services.

(c) **Mitigation of Infringement Action.** If a third party Claim as set out in Section 10.2(a) (Intellectual Property Rights Indemnity) is brought against the Customer or its Authorized Users, or in Minga' sole opinion, is likely to be brought, Minga may at its sole option and expense: (i) procure the continuing right of Customer and its Authorized Users to use the Services; (ii) replace or modify the Services in a functionally equivalent manner so that they become non-infringing; or (iii) if Minga determines, in its sole discretion, that neither (i) or (ii) are commercially feasible, Minga may terminate Customer's and its Authorized Users' rights with respect to the Services and provide Customer a pro-rata refund of any prepaid fees for the period after termination.

(d) **Sole Remedy.** THE FOREGOING STATES MINGA'S SOLE LIABILITY AND CUSTOMER'S AND ITS AUTHORIZED USER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICES.

10.3 **Conditions of Indemnification.** Each party's indemnity obligations set out in Section 9 (Indemnification) are conditional on the party seeking indemnification: (i) promptly notifying the indemnifying party of the Claim in writing, although failure to promptly notify will only relieve the indemnifying party of its indemnification obligation to the extent that the delay prejudices the indemnifying party's defense of the Claim; (ii) granting the indemnifying party sole control of the defense and settlement of the Claim, although the indemnified party may participate in the defense with counsel of its choice at its own expense; and (iii) providing reasonable cooperation and assistance in the defense and negotiation of the Claim. The indemnifying party may not, without the indemnified party's prior written consent (not to be unreasonably withheld or delayed), settle, compromise or consent to the entry of any judgment in any such commenced or threatened Claim, unless such settlement, compromise or consent: (x) includes an unconditional release of the indemnified party from all liability arising out of such commenced or threatened

Claim, and (y) is solely monetary in nature and does not include a statement as to, or an admission of fault, culpability or failure to act by or on behalf of, the indemnified party.

11. GENERAL TERMS

11.1 **Changes to this Agreement.** Minga is entitled to update this Agreement from time to time. Updates will take effect on renewal of Customer's Subscription.

11.2 **Survival.** Sections 1, 2.7, 3, and 7 – 11 of this Agreement, and all other sections that by their terms contemplate obligations intended to survive, shall survive in full force and effect notwithstanding any termination or expiry of this Agreement.

11.3 **Marketing.** Unless otherwise agreed in the Order, Customer agrees that Minga may refer to Customer by its name and logo, and may briefly describe Customer, in Minga's marketing materials and website.

11.4 **Relationship.** Nothing in this Agreement will be deemed to constitute either party as the agent or representative of the other party, or both parties as joint venturers or partners for any purpose.

11.5 **Force Majeure.** Neither party will be responsible for any failure or delay in its performance under this Agreement due to causes beyond its reasonable control, including labor disputes, strikes, destruction of equipment, interruption or break-down of transport, internet, telecommunication, information system, power or energy, wars, riots, terrorism, criminal acts of third parties, acts of God or governmental action, provided that such party uses commercially reasonable efforts to resume performance as soon as reasonably practicable.

11.6 **Entire Agreement.** This Agreement, together with the Order and any applicable agreements referenced therein, constitutes the entire agreement of the parties related to the subject matter of this Agreement and supersedes all prior or contemporaneous understandings, agreements, and representations and warranties, both written and oral, related to the subject matter of this Agreement. For clarity, terms and conditions included in Customer's purchase order, or contained on any 'shrinkwrap' agreement, committing document or other form provided or generated by Customer will be of no force and effect, even if 'accepted,' acknowledged or 'clicked-through' by Minga. Except as permitted in this Agreement, no modification or amendment of this Agreement is effective unless it is in writing and signed by both parties. In the event of conflict between the terms of this Agreement and any Order, the terms of the Order will prevail.

11.7 **Enurement and Assignment.** Neither party may assign its rights and obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld. Notwithstanding the foregoing, Minga may assign its rights and obligations to an acquirer of all or substantially all of its business assets in connection with merger, corporate reorganization, or like corporate transaction. This Agreement is binding on and will enure to the benefit of the parties and their respective permitted successors and assigns.

11.8 **Notices.** All notices under this Agreement, to be effective, must be in writing and transmitted by email or functionally equivalent electronic means of transmission (i) to Minga, at finance@minga.io; and (ii) to Customer, at the contact email set out in the

Order, or to any other address as a party may at any time advise the other by notice given or made in accordance with this Section. Any notice delivered to the party to whom it is addressed will be deemed to have been given or made and received on the day on which it is transmitted; but if the notice is transmitted on a day which is not a business day or after 5:00 p.m. (local time of the recipient), the notice will be deemed to have been given or made and received on the next business day.

11.9 **Exclusive Remedies.** Except as otherwise expressly set out in the Agreement, the remedies set forth in the Agreement comprise the exclusive remedies available to Customer at law or in equity.

11.10 **Waiver and Severability.** A waiver of any term of this Agreement is effective only if it is in writing and signed by both parties and is not a waiver of any other term. Each section of this Agreement is distinct and severable. If any section of this Agreement, in whole or in part, is or becomes illegal, invalid, void, voidable or unenforceable in any jurisdiction by any court of competent jurisdiction, the illegality, invalidity or unenforceability of that section, in whole or in part, will not affect: (i) the legality, validity or enforceability of the remaining sections of this Agreement, in whole or in part; (ii) the legality, validity or enforceability of the remaining part of that section, if applicable; or (iii) the legality, validity or enforceability of that section, in whole or in part, in any other jurisdiction.

11.11 **Governing Law, Jurisdiction and Venue.** This Agreement is governed by and is to be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to any choice or conflict of law rule in any jurisdiction or the *United Nations Convention on Contracts for the International Sale of Goods.* The parties accept and submit to the exclusive jurisdiction of the federal or provincial courts located in Vancouver, British Columbia, Canada (except that Minga may seek injunctive relief to prevent improper or unauthorized use or disclosure of any IP in any court of competent jurisdiction).

11.12 **Jury Trial and Costs Recovery.** EACH PARTY WAIVES ANY AND ALL RIGHTS IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. In any action or proceeding to enforce rights under this Agreement, the prevailing party will be entitled to recover costs and legal fees on a full indemnity basis.

Cardea

Letter of Agreement between
Cardea Services and Santa Rosa City Schools

This letter of agreement (LOA) sets forth the scope of work established by Santa Rosa City Schools (Client) and Cardea Services (Consultant) in the development and implementation of California Healthy Youth Act (CHYA) compliant sexual health instruction. This scope of work will be implemented in the 2024-2025 school year. Fees for capacity development and professional learning will not exceed $7,000.

Consultant will provide:

~Advanced Core Skills for Sexual Health Education- Customized in person training, not to exceed $4,500.00
~Technical Assistance for Collaboration Day Training for Department Chairs, not to exceed $1,000.00
~Administrators Training: Getting Ready for Sex Ed, not to exceed $1,500.00

Client will:

~Coordinate meetings, presentations, and study sessions, as needed
~Provide facilities for meetings and trainings
~Schedule needed time with teachers and other district staff and faculty in the implementation of this scope of work
~Meet with Cardea regularly to guide the scope of work

Compensation:

Additional services provided by Consultant will be supported by existing grant funds. Any services that may require a separate fee, outside of the range of grant supported services, will be covered under a separate LOA.

Invoices will be forwarded to:

Santa Rosa City Schools
Samuel Martinez Director, 7-12 Educational Services
smartinez@srcs.k12.ca.us

Remittance should be sent to:

Cardea Services
Attn: Accounts Receivable
1809 Seventh Avenue, Suite 600
Seattle, WA 98101-1341

General Terms

Confidential Information: Consultant recognizes that during its work it may have access to certain information not generally known to the public relating to Client, Client's personnel, students or parents. Consultant agrees that this information is confidential and that such information (collectively referred to as "Confidential Information") shall be held in strict confidence and not disclosed or used at any time except to accomplish the services or otherwise as authorized in writing. Consultant acknowledges and agrees that all such Confidential Information may not be used outside of the course of providing services under this Agreement. Notwithstanding this provision, Consultant may disclose Confidential Information pursuant to a subpoena or court order, if Consultant provides Client with reasonable prior notice of such subpoena or

court order so that Client may challenge such subpoena or court order. Consultant agrees to return or destroy Confidential Information upon the termination of the engagement of services hereunder.

Mutual Indemnification: Consultant hereby agrees to defend, indemnifies, and hold Client harmless from, any and all claims, demands, assessments, losses, costs, fees, liabilities, expenses, damages or injuries, including taxes, interest and penalties arising out of or related to: (1) any intentionally wrongful act of Consultant; (2) Consultant's status as an independent contractor; or (3) Consultant's breach of its obligations or covenants contained in this Agreement.

Client shall defend, indemnify and holds Consultant harmless from, any and all claims, demands, assessments, losses, costs, fees, liabilities, expenses, damages or injuries, including taxes, interest and penalties arising out of or related to: (1) any intentionally wrongful act of Client; or (2) Client's breach of its obligations or covenants contained in this Agreement.

Insurance Requirements: Consultant shall obtain and maintain General Liability (GL) insurance for a minimum of $1,000,000.00 per occurrence, $2,000,000.00 aggregate using an occurrence form. Client may be included as Additional Insured upon request.

Authorization/Agreement Duration/Termination Provision

The agreement terminates on June 30, 2025.

We, the undersigned, agree to the foregoing:

For Santa Rosa City Schools	For Cardea Services
_____	_____
Name and Title	Wendy Nakatsukasa-Ono, President/CEO
_____	_____
Signature	Signature
_____	May 15, 2024
Date	Date
_____	94-2401949
Tax Identification Number	Tax Identification Number

Quote

Date	Invoice #
6/11/2024	--
Valid Until	
6/30/2024	

LiftForward, Inc.
222 Broadway, 19th Floor
New York, NY 10038

(888) 514-6539
support@liftforward.com

Bill To:
Santa Rosa City Schools
Adrian Bica
211 Ridgway Avenue
Santa Rosa, CA 95401

Activity	Amount
Microsoft Cloud Services Annual Subscription Country: United States	
Office 365 A3 (Education Faculty Pricing) Quantity: 100 licenses $39.60 per license, per year	$ 3,960.00
Office 365 A3 for Students use benefit (Education Student Pricing) Quantity: 4,000 licenses $0.00 per license, per year	$ 0.00
Subtotal:	$ 3,960.00
Sales Tax (9.25%):	$ 366.30
Estimated Total Due:	$ 4,326.30

Please make checks for future invoices payable to 'LIFTFORWARD, INC.'; and mail to the above address. Wire Instructions, ACH Forms, and Credit Card Forms are available upon request.

Renaissance

Quote
3147276

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Santa Rosa City Schools - 285528
211 Ridgway Ave
Santa Rosa, CA 95401-4320
Contact: Emanuele Bardelli - (707) 890-3800
Email: ebardelli@srcs.k12.ca.us

Reference ID: 683845

Quote Summary	
School Count: 1	
Renaissance Products & Services Total	$77,160.00
Shipping and Processing	$0.00
Sales Tax	$0.00
Grand Total	**USD $77,160.00**

This quote includes: DnA.

By signing below, Customer:

- acknowledges that the Person signing this Quote is authorized to do so;
- agrees that this Quote, any other quotes issued to Customer during the Subscription Period and Customer and its Authorized Users access to and use of the Products and Services are subject to the Renaissance Terms of Service and License located at https://doc.renlearn.com/KMNet/R62416.pdf which are incorporated herein by reference;
- acknowledges receipt of the Notice of Renaissance's Practices Relating to Children's Online Privacy https://docs.renaissance.com/R63870 directed to you as the school official responsible for authorizing the use of the Renaissance Products and Services in the educational context.

To accept this offer and place an order, please sign and return this Quote.
Renaissance will issue an invoice for this Quote on the earlier of (a) the date You specify below or (b) the day before Your Subscription Period starts (Invoice Date). If You require a purchase order, You agree to provide one to Renaissance at least 15 days before the Invoice Date. You also agree to pay the invoice within 30 days of the Invoice Date.

Please check here if your organization requires a purchase order prior to invoicing: [ ]

Renaissance Learning, Inc.	Santa Rosa City Schools - 285528
Ted Wolf	By:
Name: Ted Wolf	Name:
Title: VP - Corporate Controller	Title:
Date: 6/12/2024	Date:
	Invoice Date:

Email: electronicorders@renaissance.com

If your billing address is different from the address at the top of this Quote, please add that billing address below.
Bill To:

If changes are necessary, or additional information is required, please contact your account executive Robyn Shutt at (408)214-8593, Thank You.

Use your Prop 98 funding to lock in multi-year discounts on the solutions you need.

Renaissance

Quote
3147276

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

All quotes and orders are subject to availability of merchandise. This Quote is valid for 60 days from the date under Renaissance's signature. Professional development expires one year from purchase date. Alterations to this quote will not be honored without Renaissance approval. Please note: Any pricing or discount indicated is subject to change with alterations to the quote. Tax has been estimated and is subject to change without notice. Unless you provide Renaissance with a valid and correct tax exemption certificate applicable to your purchase of product and the product ship-to location, you are responsible for sales and other taxes associated with this order.

United States government and agency transactions into Arizona: The Tax or AZ-TPT item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Arizona Transaction Privilege Tax ('TPT'). The incidence of the TPT is on Renaissance Learning for the privilege of conducting business in the State of Arizona. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

Hawaii residents only: Orders shipped to Hawaii residents will be subject to the 4.166% (4.712% O'ahu Is.) Hawaii General Excise tax. United States government and agency transactions into Hawaii: The Tax or General Excise Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the Hawaii General Excise Tax. The incidence of the General Excise Tax is on Renaissance Learning for the privilege of conducting business in the State of Hawaii. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply.

New Mexico residents only: Orders shipped to New Mexico residents will be subject to the 5.125% (Location Code: 88-888) Gross Receipts tax. United States government and agency transactions into New Mexico: The Tax or Gross Receipts Tax item(s) listed on this quote and subsequent invoice(s) is a charge to recover the cost of the New Mexico Gross Receipts Tax. The incidence of the Gross Receipts Tax is on Renaissance Learning for the privilege of conducting business in the State of New Mexico. Since the tax is not directly imposed on the United States, the constitutional immunity of the United States does not apply. Starting July 1, 2021 New Mexico requires sellers to collect tax on the state and local rate. This varies depending on the city and county.

Students can become their most amazing selves — only when teachers truly shine. Renaissance amplifies teachers' effectiveness in the classroom — transforming data into actionable insights to improve learning outcomes. Remember, we're here to ensure your successful implementation. Please allow 30-90 days for installation and set-up.

Renaissance

Quote
3147276

2911 Peach Street, Wisconsin Rapids, WI 54494-1905
Phone: (800) 338-4204 | Fax: (877) 280-7642
Federal I.D. 39-1559474
www.renaissance.com

Quote Details

Santa Rosa City Schools - 285528

Products & Services	Subscription Period	Quantity	Unit Price	Discount	Total
Applications					
DnA, Software License	07/01/2024 - 06/30/2025	14,250	$5.36	$0.00	$76,380.00
Professional Services					
Foundations Professional Learning Package (included with purchase)		1	$0.00	$0.00	$0.00
Learning Community, DnA	07/01/2024 - 06/30/2025	10	$78.00	$0.00	$780.00
	Santa Rosa City Schools Total			**$0.00**	**$77,160.00**

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SANTA ROSA CITY SCHOOLS
SERVICE CONTRACT

This CONTRACT is hereby entered into between the Governing Board of the Santa Rosa City Schools, hereinafter referred to as "DISTRICT", OR "BOARD" and Sonoma County Junior College District hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

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

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

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

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

SCHOOL SITE/DEPARTMENT USE ONLY

Funding Source:

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

For Billing *(if applicable)*: ☐ Bill to: Santa Rosa Junior College Billing frequency: _____

Contract is: New X Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: ____Approx. 100 - 150_____

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

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

Contract Created by: Aaron Gildengorin, Coord. Alt. Ed.____ **Phone #:** 707-890-3800 ext. 80347_
Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: Aug. 19, 2024 Proposed Contract End Date: May 23, 2025
Requisition #: _____

BUSINESS SERVICES USE ONLY

Verified Receipt of: ☐ Insurance(s) ☐ W-9 Form ☐ HR Clearance, if applicable
Funding Source /Funding Category verified: ☐ YES ☐ NO ***Board Approval Date:*** _____

Verified by: _____ Date: _____
Fiscal Services Authorizer **LAST REVISED ON 4-5-17**

1. Services.

(a) DISTRICT's Responsibilities and Duties:

Provide instructional space, (classrooms) and the use of white boards, projector or Apple TV monitor, access to WiFi, and other "regular" classroom items such as desks and chairs as follows:

For SRJC classes from August 19, 2024 to May 23, 2025: (See Attached Exhibit A) at the following schools:

1. James Monroe Elementary School
2. Cesar Chavez Language Academy (CCLA)

(b) CONTRACTOR's Responsibilities and Duties:

Conduct ESL, GED and HiSET prep, and Adult Education classes at **the above listed schools;** Monitor classes as appropriate; reimburse **DISTRICT** for custodial services each day classes meet only if hours fall outside their normal scheduled hours. outlined below (under #3). Charges will either be at a rate of 1 or 2 hr. blocks per day depending on the school. *If charges are generated, **All invoices for all sessions must be received by CONTRACTOR no later than June 10, 2025.**

Spring 2025 schedule will be provided no later than November 30, 2024. **Please note that classes may be cancelled by CONTRACTOR if the minimum enrollment of 22 (for noncredit classes) is not met.**

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on **August 19, 2024**, and will continue through **May 23, 2025**, subject to revision and renewal with BOARD approval in subsequent years. Pursuant to Education Code §17596, in no event shall this CONTRACT exceed a term of five (5) years.

3. Compensation. DISTRICT agrees to pay CONTRACTOR for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed N/A Dollars ($____N/A_), DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

SRJC will pay SRCS site custodial based on any extra duty hours that is accrued outside their normal working hours.

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

Santa Rosa Junior College will provide free Basic Computer Skills, ESL, and High School Equivalency (GED/HiSET preparation) classes. These classes will be for both parents of children attending the two sites listed, as well as other adults in the general Sonoma County area. Funding to run classes is provided by the California Adult Education Program and the goal is to provide a variety of free/low cost educational options for adults throughout Sonoma County, regardless of prior school experience, to increase financial and personal growth. The classes being offered at the two SRCS sites will help to raise computer literacy, English language skills for non-native English speakers, and help adults attain a GED or HiSET (High School Equivalency) certificate. By raising their own skills, parents will be better able to help their children with their own education. This will be done by being able to better assist them with homework and serving as a positive role model for the importance of education.

Measurement of increase in skill level for the ESL and High School Equivalency classes is done through CASAS (Comprehensive Adult Student Assessment System) testing. Students are given a pre-test before taking classes and a post test after classes are completed. Results of the testing are inputted into the SRJC data system where progress is tracked. Students taking the basic computer skills class are graded on their class performance and passing a final exam/project. By passing the class, students will demonstrate they learned the skills taught in the class.

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

	Board Strategic Priorities
X	Priority 1 – Life Ready Learners
	Priority 2 – Whole Person Focus
	Priority 3 – High Quality Staff
X	Priority 4 – Teaching and Learning Environment and Resources
X	Priority 5 – Equity and Excellence
X	Priority 6 – Family Engagement and Community Partnerships
	Priority 7 – Sustainable Funding

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

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

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

9. Taxes. Federal Internal Revenue Service's regulations require that school districts report all payments to individuals for CONTRACTOR services. CONTRACTOR agrees to file federal and state tax

returns and pay all applicable state and federal taxes on amounts paid pursuant to this CONTRACT. In the event DISTRICT is audited for compliance regarding any applicable taxes, CONTRACTOR agrees to furnish DISTRICT with proof of payment of taxes on these earnings.

10. Indemnification:

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

(b) CONTRACTOR shall be liable to DISTRICT for any loss or damage to DISTRICT property arising from or in connection with CONTRACTOR'S performance hereunder, if and to the extent caused by CONTRACTOR or any agent or representative of CONTRACTOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12. Termination:

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

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

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

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

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

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

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

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

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

20. Notice. All notices or demands to be given under this CONTRACT by either to the other shall be in writing and given either by (a) personal service or (b) by postage prepaid U.S. Mail, registered or

certified, return receipt requested. Service of notice or demand shall be considered given when received if personally served or, if mailed, on the second day after deposited at any U.S. Post Office. The address to which either party may give notices or demands may be changed by written notice given in accordance with the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:	**CONTRACTOR:**
Name: Santa Rosa City Schools	Name: Santa Rosa Junior College
Street: 211 Ridgway Ave	Street: 1501 Mendocino Ave.
City/State/Zip: Santa Rosa, CA 95401	City/State/Zip: Santa Rosa, CA 95401
Phone: 707-890-3800	Phone: 707-527-4636
Email:mmartin@srcs.k12.ca.us	Email: jbarrie@santarosa.edu

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

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

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

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

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

THIS CONTRACT IS ENTERED INTO THIS _____ DAY OF June, 2024.

DISTRICT

Signature: _____

Print Name: Lisa Cavin

Title: Associate Superintendent /CBO

Email: mmartin@srcs.k12.ca.us

Phone: 707-890-3800

AUTHORIZED SIGNER *or* CONTRACTOR

Signature: _____

Print Name: : Kate Jolley

Title: V.P. Finance & Admin. Services

Email: kjolley@santarosa.edu

Phone:707-527-4413

Exhibit A

SRJC Off-Campus Courses 8/19/24 - 12/20/24

Fall 2024 Schedule								
Santa Rosa City Schools *IMPORTANT NOTE: START AND END TIME INCLUDES 15 MIN TO OPEN AND CLOSE ROOM								
Campus	**Courses**	**Dept.**	**Sect.**	**Days**	**Hours**	**Beg Date**	**End Date**	**NOTE**
James Monroe Elementary, Rm 11	ESL 713	ESL	3142	MW	5:45-9:40 pm	8/19/24	1211/24	NO CLASS: 9/2, 11/11,11/25 & 11/27/24
James Monroe Elementary, Rm 11	ADLTED 761.1	Adult Ed./College Skills	0703	Thurs.	5:45-9:15 pm	8/22/24	10/10/24	
James Monroe Elementary, Rm 11	ADLTED 761.2	Adult Ed./College Skills	0746	Thurs.	5:45-9:15 pm	10/17/24	12/12/24	**No Class: 11/28/24**
James Monroe Elementary, Rm 12	ALDTED 762.2 Computers for the Workplace 2	Adult Ed./College Skills	0268	Thurs.	5:45-9:15 pm	8/22/24	8/22/24	
James Monroe Elementary, Rm 12	ALDTED 762.2 Computers for the Workplace 3	Adult Ed./College Skills	1839	Thurs.	5:45-9:15 pm	10/17/24	12/12/24	**No Class: 11/28/24**
Ceasar Chavez Lang. Acad.. Rm. 34	CSKLS 731	CSKLS	0377	Tu/Th	5:45-8:45 pm	8/20/24	10/10/24	
	CSKLS 732	CSKLS	0382	Tu/Th	5:45-8:45 PM	10/15/24	12/12/24	NO Class 11/26 &11/28

Sonoma County
Office of Education

Sonoma County Office of Education and Santa Rosa City Schools
Memorandum of Understanding
For Participation in California Coalition for Inclusive Learning (CCIL)

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

The purpose of this MOU is to establish an agreement that allows SCOE to provide professional development and learning opportunities to educators at Albert F. Biella Elementary School in Universal Design for Learning as part of the California Coalition for Inclusive Learning (CCIL).

Project Description with Roles & Responsibilities: See Appendix A

Terms: The effective date of this agreement is July 1, 2024 through June 30, 2025.

Financial Relationship: SCOE will reimburse the District up to $8,200 for the cost of substitutes and/or payment to teachers for work outside of their contracted workday. The District will invoice SCOE for these costs and include a detailed accounting of the costs for reimbursement. SCOE will pay the District within 30 days of receipt of the detailed invoice. Invoice should be sent to:

Sonoma County Office of Education
Business Services Attn: Kasey Deis
5340 Skylane Blvd.
Santa Rosa, CA 95403

Termination of Agreement: This Agreement may be terminated at any time upon the mutual written agreement of the Parties or by either party with or without cause upon forty-five (45) calendar days' advance written notice to the other party.

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

Mutual Indemnification: To the fullest extent permitted by law, District shall defend, indemnify, and hold harmless SCOE, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive negligent, wrongful or willful acts or omissions of the District, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this Agreement. In the event any action or proceeding in any forum is brought against the SCOE for any such acts or omissions of the District, District shall defend the same at District's expense.

DK

GM

To the fullest extent permitted by law, SCOE shall defend, indemnify, and hold harmless District, its agents, representatives, officers, employees, trustees, and volunteers from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorneys' fees and costs, that arise out of or result from the exclusive willful acts or willful omissions of SCOE, its employees, agents, subcontractors, independent contractors, consultants, or other representatives in connection with obligations under this agreement. In the event any action or proceeding in any forum is brought against the District for any such acts or omissions of SCOE, SCOE shall defend the same at SCOE's expense.

Force Majeure: Neither party shall be deemed to be in default of the terms of this Agreement if either party is prevented from performing the terms of this Agreement by causes beyond its control, including without being limited to: acts of God (e.g. natural disasters, earthquakes, tornadoes, floods, epidemics and pandemics); any laws, regulations, or Orders of Local, State or Federal government; or any catastrophe resulting from flood, fire, explosion, or other causes beyond the control of the defaulting party. If any of the stated contingencies occur, the party delayed by force majeure shall give the other party written notice of the cause for the delay as soon as practicable. The party delayed by force majeure shall use reasonable diligence to correct the cause of the delay, if correctable, and if the condition that caused the delay is corrected, the party delayed shall immediately give the other party written notice thereof and shall resume performance of the terms of this Agreement. Neither party shall be liable for any services or costs if the failure to perform the Agreement arises from any of the contingencies listed above.

Integration: This Agreement represents the entire understanding of District and SCOE as to those matters contained herein and supersedes and cancels any prior oral or written understanding, promises, or representations with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing and signed by both Parties hereto.

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.

Severability Waiver: The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid, or illegal. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party permitting the waiver.

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

DK

GM

one million dollars ($1,000,000) for property damage per occurrence.

APPENDIX A:

California Coalition for Inclusive Learning (CCIL)
UDL Implementation - Sonoma County Office of Education
Kelley Dillon / Email Address: kdillon@scoe.org

Project Description:

'When a flower doesn't bloom, you fix the environment in which it grows, not the flower.' This idea is at the heart of the California Coalition for Inclusive Learning (CCIL) and Universal Design for Learning (UDL). We are committed to ensuring all students have access to meaningful, relevant, and challenging grade-level content within inclusive environments. We recognize that the foundation of effective education is best-first instruction and UDL empowers us to deliver accessible learning for all.

We understand that students thrive in rigorous, inclusive settings where access to grade-level content and interaction with peers are key to their success. UDL provides the ideal framework for educators to reduce barriers to learning while promoting inclusion, access, and equity.

Our mission is to offer tailored professional development to leaders and teachers, supporting UDL implementation, and establishing systems that leverage UDL to enhance outcomes for all learners.

By rooting all our work in the UDL framework as the core lever of change, CCIL's innovative design addresses California's goal of fostering inclusive educational practices for all students within a general education environment. By equipping administrators to leverage the resources in their systems to support inclusion and by supporting educators to design for learner variability, we will improve student performance and increase educator retention and satisfaction in their work. This is an opportunity to connect and expand the UDL practitioners across the state *"until learning has no limits."* (CAST)

We invite you to partner with the California Department of Education (CDE) grant-funded professional learning opportunity led by the Sonoma County Office of Education (SCOE) and the CCIL - CA Coalition for Inclusive Learning.

Project Goals:

As a result of our collaboration, participants will gain a deeper grasp of UDL principles, pinpoint a starting point for UDL integration, and explore the tools and processes that underpin UDL implementation. Guided by a CCIL Implementation Specialist (CCIL IS) educators will dive deeply into customizable PL activities that strengthen and support their implementation of UDL principles to yield equitable outcomes for all learners.

Roles and responsibilities:

Sonoma County Office of Education will provide:	**Santa Rosa City Schools / Albert F. Biella Elementary will:**

• A dynamic introduction of UDL Foundational Concepts
• Professional development and support for UDL implementation. A range of topics may include but are not limited to:
  ○ Expert Learning
  ○ UDL Foundational Concepts
  ○ Mindset
  ○ Barriers
  ○ Goal Setting
  ○ Self-Reflection
  ○ Variability, Barriers, and Options
	• Commit to dedicating the necessary time and resources to actively engage in the work
	• Have a committed team of participants throughout the project.
	• Provide meeting time and space
	• Work collectively with the CCIL Implementation Specialist (IS) to complete the UDL School Implementation Criteria Self-Assessment
	• Create a UDL implementation plan with the support of CCIL IS.

○ UDL Microcredentials • Facilitation on protocols: ○ Instructional Rounds ○ Journey Mapping ○ UDL Lesson Design Study ○ Problem of practice ○ Consultancy ○ Examination of Student work • Consultation on adding UDL elements to already existing professional development offerings • Facilitation and coaching of up to 2 instructional rounds per year • UDL monthly, training and coaching ○ Dates TBD • Access to curated resources to support UDL implementation • Assist with developing a 3-5 Year UDL Implementation Plan • Access and support using the UDL School Implementation Criteria Self-Assessment • UDL Networking Opportunities • Reimbursement for subs and teachers time spent out of contract hours • Collaborate with the District to determine mutually agreed upon training dates and times.	• District/Site leader participating in the professional development offerings provided by the CCIL IS. • Participate in: ○ Up to 2 Instructional Rounds per year ○ 1 Lesson Design Study ○ 1 Journey Mapping Protocol • Provide subs and/or release time to participants to allow them to engage in the work. • Complete surveys and feedback forms • Data sharing, when applicable, to gauge the effectiveness of implementation, and identify next steps. • Collaborate with SCOE to determine mutually agreed upon training dates and times.

Total Cost of Proposal: Up to $8,200.00

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

SANTA ROSA CITY SCHOOL DISTRICT -

Lisa August (Jun 13, 2024 13:28 PDT) — Jun 13, 2024

Lisa August, Associate Superintendent — Date

SONOMA COUNTY OFFICE OF EDUCATION -

Greg Medici (Jun 13, 2024 13:55 PDT) — Jun 13, 2024

Greg Medici, Dept. Superintendent, Business Services — Date

DK

GM

Signature:

Email: dkitamura@scoe.org

Signature: Greg Medici (Jun 12, 2024 15:48 PDT)

Email: gmedici@scoe.org

Fagen Friedman & Fulfrost LLP

AGREEMENT FOR LEGAL SERVICES

This agreement is by and between Santa Rosa City Schools ("Client") and the law firm of Fagen Friedman & Fulfrost LLP (F3 Law) ("Attorney"). In consideration of the promises and the mutual agreements hereinafter contained, Attorney agrees to provide legal services to Client on the terms set forth below effective July 1, 2024:

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

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

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

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

5. EMAIL COMMUNICATIONS/CLOUD-BASED COMPUTING. Attorney will protect Client data in a manner that is compliant with state and federal law. In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. In addition, Attorney uses a cloud computing service. Most of Attorney's electronic data, including emails and documents, are stored in this manner. Attorney will take reasonable precautions to keep email and other electronic data confidential and secure.

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

The rates on this schedule, as well as the current job title designations/ classifications listed hereon, are subject to change on 30 days' written notice to client. If Client declines to pay any increased rates, Attorney will have the right to withdraw as Attorney for Client. The time charged will include the time Attorney spends on telephone calls relating to Client's matter, including calls with Client and other parties and attorneys. The legal personnel assigned to Client's matter may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent.

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

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

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

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

(d) Other fees and costs. Client understands that if a case proceeds to court action, arbitration or administrative hearing, the court, arbitrator or reviewing agency may award attorney fees and costs to the other party or parties. Payment of such attorney fees and costs shall be the sole responsibility of Client. Similarly, other parties may be required to pay some or all of the fees and costs incurred by Client. Client acknowledges that any such determination does not in and of itself affect the amount of the fees and costs to be paid by Client to Attorney pursuant to this agreement.

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

9. CLIENT APPROVAL NECESSARY FOR SETTLEMENT
Attorney will not make any settlement or compromise of any nature of any of Client's claims without Client's prior approval. Client retains the absolute right to accept or reject any settlement.

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

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

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

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

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

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

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

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

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

Santa Rosa City Schools	Fagen Friedman & Fulfrost LLP
	Namita S. Brown
Type or Print Name	***Name***
	Managing Partner
Type or Print Title	***Title***
District Authorized Signature	***Signature***
DATE:_____	DATE: May 3, 2024

Fagen Friedman & Fulfrost LLP

Please Return
Professional Rate
Schedule With Contract

PROFESSIONAL RATE SCHEDULE

Santa Rosa City Schools
July 1, 2024

1. HOURLY PROFESSIONAL RATES

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

Associate	$320 - $360 per hour
Partner	$385 - $420 per hour
Senior Partner*	$445 per hour
Senior Counsel/Of-Counsel	$400 - $420 per hour
Paralegal	$230 - $315 per hour
Law Clerk	$315 per hour
Next Level Client Services	$180 per hour
Education Consultant	$325 per hour
Communications Services Consultant	$355 per hour
Communications Services Associate	$100 per hour
Technology Discovery Associate	$50 per hour

**Partners with 25+ years of experience.*

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

2. ON-SITE LEGAL SERVICES

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

3. COSTS AND EXPENSES

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

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

AGREEMENT FOR CROSSING GUARD SERVICES

This AGREEMENT FOR CROSSING GUARD SERVICES (the “Agreement”) is dated April 17, 2024 and is between the SANTA ROSA CITY SCHOOLS (hereinafter called the "District"), and ALL CITY MANAGEMENT SERVICES, INC., a California corporation (hereinafter called the "Contractor").

WITNESSETH

The parties hereto have mutually covenanted and agreed as follows:

1. This Agreement is for a term which commences on or about July 1, 2024 and ends on June 30, 2025 and for such term thereafter as the parties may agree upon.

2. The Contractor will provide personnel equipped and trained in appropriate procedures for crossing pedestrians in marked crosswalks. Such personnel shall be herein referred to as a “Crossing Guard”. Contractor will perform criminal background checks and confirm employment eligibility through E-Verify on all prospective personnel. The Contractor is an independent contractor and the Crossing Guards to be furnished by it shall at all times be its employees and not those of the District.

3. The District’s representative in dealing with the Contractor shall be designated by Santa Rosa City Schools.

4. The District shall determine the locations where Crossing Guards shall be furnished by the Contractor. The Contractor shall provide at each designated location personnel properly trained as herein specified for the performance of duties as a Crossing Guard. The Contractor shall provide supervisory personnel to see that Crossing Guard activities are taking place at the required places and times, and in accordance with the terms of this Agreement.

5. The Contractor shall maintain adequate reserve personnel to be able to furnish alternate Crossing Guards in the event that any person fails to report for work at the assigned time and location and agrees to provide immediate replacement.

6. In the performance of its duties the Contractor and all employees of the Contractor shall conduct themselves in accordance with the conditions of this Agreement and all applicable laws of the state in which the Services are to be performed.

7. Persons provided by the Contractor as Crossing Guards shall be trained in all applicable laws of the state in which the Services are to be performed pertaining to general pedestrian safety in school crossing areas.

8. Crossing Guard Services (the “Services”) shall be provided by the Contractor at the designated locations on all days in which school is in session in the area under District’s jurisdiction. The

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

9. The Contractor shall provide all Crossing Guards with apparel by which they are readily visible and easily recognized as Crossing Guards. Such apparel shall be uniform for all persons performing the duties of Crossing Guards and shall be worn at all times while performing said duties. This apparel must be appropriate for weather conditions. The Contractor shall also provide all Crossing Guards with hand-held Stop signs and any other safety equipment which may be necessary.

10. The Contractor shall at all times provide workers' compensation insurance covering its employees and shall provide and maintain liability insurance for Crossing Guard activities. The Contractor will provide to the District a Certificate of Insurance naming the District and its officials, officers and employees as additional insureds. Such insurance shall include commercial general liability with a combined single limit of not less than $1,000,000.00 per occurrence and in aggregate for property damage and bodily injury. Such insurance shall be primary with respect to any insurance maintained by the District and shall not call on the District's insurance contributions. Such insurance shall be endorsed for contractual liability and personal injury and shall include the District, its officers, agents and interest of the District. Such insurance shall not be canceled, reduced in coverage or limits or non-renewed except after thirty (30) days written notice has been given to the District.

11. Contractor agrees to defend, indemnify and hold harmless the District, its officers, employees, agents and representatives, from and against any and all actions, claims for damages to persons or property, penalties, obligations or liabilities (each a "Claim" and collectively, the "Claims") that may be asserted or claimed by any person, firm, entity, corporation, political subdivision or other organization arising out of the sole negligent acts or omissions, or willful misconduct, of Contractor, its agents, employees, subcontractors, representatives or invitees.

    a) Contractor will defend any action or actions filed in connection with any of said claims, damages, penalties, obligations or liabilities and will pay all costs and expenses including attorney's fees incurred in connection herewith.

    b) In the event the District, its officers, agents or employees is made a party to any action or proceeding filed or prosecuted against Contractor for such damages or other claims arising out of or in connection with the sole negligence of Contractor hereunder, Contractor agrees to pay District, its officers, agents, or employees, any and all costs and expenses incurred by the District, its officers agents or employees in such action or proceeding, including, but not limited to, reasonable attorney's fees.

    c) In the event that a court determines that liability for any Claim was caused or contributed to by the negligent act or omission or the willful misconduct of District, liability will be apportioned between Contractor and District based upon the parties' respective degrees of culpability, as determined by the court, and Contractor's duty to indemnify District will be limited accordingly.

    d) Notwithstanding anything to the contrary contained herein, Contractor's indemnification obligation to District for Claims under this Agreement will be limited to the maximum combined aggregate of Contractor's general liability and umbrella insurance policies in the amount of $5,000,000 (Five Million Dollars).

12. Either party shall have the right to terminate this Agreement by giving sixty (60) days written notice to the other party.

13. The Contractor shall not have the right to assign this Agreement to any other person or entity except with the prior written consent of the District.

14. The District agrees to pay the Contractor for the Services rendered pursuant to this Agreement the sum of Thirty-five Dollars and Sixteen Cents **($35.16)** per hour, per Crossing Guard during the term. Based on a minimum of twenty-six (26) sites and upon a projected (17,028) hours of service the cost shall not exceed Five Hundred Ninety-eight Thousand, Seven Hundred and Four Dollars ($598,704.00) per year, unless Contractor fails to perform service.

15. Payment is due within thirty (30) days of receipt of Contractor's properly prepared invoice.

16. Contractor may request a price increase during the term as a result of any legally-mandated increases in wages or benefits imposed in the state or municipality in which the Services are to be performed and to which Contractor's employees would be subject. Contractor shall provide District with 60 days-notice of its request to increase pricing. District agrees to review and respond to said notice within 30 days of receipt.

17. The District shall have an option to renew this Agreement. In the event this Agreement is extended beyond the end of the term set forth above, the compensation and terms for the Services shall be established by mutual consent of both parties.

18 This Agreement constitutes the complete and exclusive statement of the agreement among the parties with respect to the subject matter hereof and supersedes all prior written or oral statements among the parties, including any prior statements, warranties, or representations. This Agreement is binding upon and will inure to the benefit of the parties hereto and their respective heirs, administrators, executors, successors, and assigns. Each party hereto agrees that this Agreement will be governed by the law of the state in which the Services are to be performed, without regard to its conflicts of law provisions. Any amendments, modifications, or alterations to this Agreement must be in writing and signed by all parties. There will be no presumption against any party on the ground that such party was responsible for preparing this Agreement or any part of it. Each provision of this Agreement is severable from the other provisions. If any provision of this Agreement is declared invalid or contrary to existing law, the inoperability of that provision will have no effect on the remaining provisions of the Agreement which will continue in full force and effect.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

DISTRICT	**CONTRACTOR**
Santa Rosa City Schools	**All City Management Services, Inc.**
By_____ Signature	By_____ D. Farwell, Corporate Secretary
_____ Print Name and Title	
Date_____	Date_____

ALL CITY MANAGEMENT SERVICES

April 17, 2024

Simona Hoyos, Confidential Administrative Assistant - Business Services
Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA 95401

Dear Simona,

It is once again the time of the year when many agencies are formulating their budgets for the coming fiscal year. Toward that end, please allow this letter to serve as confirmation of our interest in extending our agreement for Crossing Guard Services through the 2024-2025 fiscal year.

As you may know hiring challenges have impacted all sectors of the labor market, across the nation. Our post-COVID workforce continues to transform from a traditionally older workforce to a younger workforce. The expectations of this younger workforce continues to require higher wages and in some cases more hours to sustain themselves. Consequently, our employee turnover rate continues to increase dramatically impacting our advertising, recruitment and training costs.

Additionally, effective in April of this year Governor Newsom signed into law AB1228. This law increases the minimum wage for all Fast-Food employees in California to $20.00 per hour. We anticipate this will have a direct impact on our workforce. We will need to offer competitive wages in light of AB1228 to retain and effectively recruit employees.

For these reasons, as well as cost increases in some segments of our business, we must appeal for an increase in our hourly billing wage for the upcoming 2024-2025 fiscal year. To facilitate the calculation of the 2024-2025 annual cost of your Crossing Guard program, we have developed and included with this letter a Client Worksheet. This Worksheet details the new hourly billing rate and the overall estimated program cost, based on the number of sites and the hours worked at each site.

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

Sincerely,

Baron Farwell,
General Manager

10440 Pioneer Blvd Suite 5 • Santa Fe Springs, Ca 90670 • 310-202-8284 • 800-540-9290 • FAX 310-202-8325

All City Management Services Inc.

Client Worksheet 2024 - 2025

Department: 1009401

Billing Rate for 2024 - 2025: $ 35.16

Santa Rosa City Schools
211 Ridgway Ave.
Santa Rosa, CA 95401

KEY:
Traditional Calendar:
For sites with no regularly scheduled early release days, use 180 regular days

Sites with traditional calendar:

			70		180		$35.16	=	$443,016.00
20	Sites at	3.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
			13.5		180		$35.16	=	$85,438.80
3	Sites at	4.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
			10.5		144		$35.16	=	$53,161.92
3	Sites at	3.50 hrs per day	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		
			13.5		36		$35.16	=	$17,087.76
		4.50 hrs early release	Total Hrs/day	X	days/yr	X	Hourly Billing Rate		

AVERAGE DAILY HOURS	**3.64**		
TOTAL NUMBER OF SITES	**26.00**		
TOTAL PROJECTED HOURS	**17,028.00**	**TOTAL ANNUAL PROJECTED COST**	**$598,704.48**

CASBO

Renewals

Invoice #: 000223530

Invoice Due Date: 7/1/2024

Total Amount Due: $5,250.00

Santa Rosa City Schools
Attn: Accounts Payable
211 Ridgway Ave
Santa Rosa, California 95401-4320

R24-00457

Line Description	Amount
Organizational Subscription FY 2024-25	$5,250.00

Okay, to Pay $5,250.00

Balance Due: $5,250.00

California Association of School Business Officials
1001 K Street, 5th Floor • Sacramento, CA 95814
(916) 447-3783
accounting@casbo.org
https://www.casbo.org

CASBO

Dear Valued Member,

Thank you for your continued support of CASBO. As the premier resource for school business leaders for professional development, advocacy, and business best practices, CASBO's programs support school business professionals and the LEAs they serve at every level.

Your CASBO membership price ***includes memberships**** for your entire classified staff to take advantage of all the incredible benefits CASBO offers including:

- **Education and Professional Development:**
  - Access to CASBO School Business University (SBU), our virtual learning platform featuring on-demand orientations and workshops for 15 disciplines plus 70+ courses from the American Management Association.
  - Exclusive Discounts on CASBO Annual Conference, CBO Symposium, Women in Leadership Conference and Section events.
- **Networking & mentoring** with 20,000+ California school business professionals.
  - Access to Professional Roundtables, our monthly and bi-monthly forum connecting members to discuss hot topics and share insights and resources.
  - Access to Community Groups, our virtual discussion board offering peer-to-peer support and engagement 24/7.
- **Advocacy**
  - Exclusive live webinars offering members insights into legislation, impacts on school business and best practices for implementation.
  - Government relations opportunities to interact with state elected officials and shape the future of school business in California.

Attached is your renewal invoice due by June 30, 2024.

To continue enjoying all of the benefits and resources, renew today by logging into your account at https://my.casbo.org and remitting payment using a credit card or ACH by June 30, 2024.

For a limited time, Organizational Membership subscribers can save up to $800 when all 3 years are paid in full by July 31, 2024. Or, if you can't pay upfront, sign up by July 31, 2024, to lock in pricing and then pay annually through 6/30/2027. Contact membership@casbo.org on how to switch over to a 3-year subscription.

If you have any questions, please do not hesitate to reach out, we are here to help.
Thank you for your continued support!

Sincerely,

For questions or assistance, please contact CASBO Membership at +1 (916) 447-3783 or membership@casbo.org.

California Association of School Business Officials
1001 K Street, 5th Floor • Sacramento, CA 95814 | +1 (916) 447-3783 | CASBO.org

**Must be a California school district, charter school, county office of education, joint powers authority, community college district, or state college or university. Includes one membership for each business services staff valid 7/1/24-6/30/25. Visit CASBO.org for more information.*

QUOTE

Company Address:	Droplet Solutions 2701 N Thanksgiving Way #100 Lehi, UT 84043	**Quote Number:** **Created Date:** **Expiration Date:**	00013277 05/15/2024 06/14/2024
Prepared By:	Henry Graves Henry@droplet.io (203) 536-1575	**Client Name:** **Contact:**	Santa Rosa City Schools Simona Hoyos

Description of Services

	Field Trip	Fleld Trip (White Glove)
- Project		
- Number of users	Unlimited	Unlimited
- Number of submissions	Unlimited	Unlimited
- Annual cost	**$5,000**	**$5,000**
- Implementation		**$1,500**
- Professional service hours included	3	9

Additional Features:

- Access to drag & drop builder and code editor.
- Form validation, dynamic display logic, and fill out guides for submitters
- Establish correct routing to approvers for eSignature
- Dashboard access to track submissions
- Allow non employee submitters
- Email and in app notifications
- SSO integrations (Google, O365, etc)
- Dedicated support team

FCMAT

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM

FISCAL CRISIS & MANAGEMENT ASSISTANCE TEAM
STUDY AGREEMENT
FOR PROFESSIONAL LEARNING

This study agreement, hereinafter referred to as Agreement, is made and entered into by and between the Fiscal Crisis and Management Assistance Team, hereinafter referred to as the Team or FCMAT, and the Santa Rosa City Schools, hereinafter referred to as the Client; collectively, Team and Client are hereinafter referred to as the Parties. This Agreement shall become effective from the date of execution hereof by FCMAT.

1. BASIS OF AGREEMENT

The Team provides a variety of services to local education agencies (LEAs) as authorized by Education Code (EC) 42127.8(d) and 84041. The Client has requested that the Team conduct one or more professional learning sessions as described more fully below (Services). All work shall be performed in accordance with the terms and conditions of this Agreement.

2. SCOPE OF THE WORK

A. FCMAT shall conduct a 3.5-hour associated student body workshop for the Client on August 2, 2024. The workshop will be hosted from 8:30 a.m. to 12 noon at Lewis Early Learning Academy, 2230 Lomitas Ave., Santa Rosa, CA 95404. Registration for approximately 70 attendees will begin at 8 a.m. and is limited to participants from the Client.

B. FCMAT shall provide the Client with an Adobe Acrobat (PDF) containing the presentation materials no less than five business days before the workshop. The Client shall duplicate and provide the presentation materials to each workshop participant at their own expense.

C. In addition to the presentation materials, FCMAT's *ASB Accounting Manual, Fraud Prevention Guide and Desk Reference* (2015 edition with 2018 updates incorporated) is available in two versions, interactive and print. Forms in the manual are available separately on FCMAT's website as Adobe Acrobat (PDF), Microsoft Word (DOCX) and Rich Text format (RTF) files. Please contact the Team's office by email at contact@fcmat.org or phone at (661) 636-4611 if you have any questions about accessing the manual or forms. FCMAT advises against duplicating the manual or forms for participants but does recommend ensuring that participants have access to these reference materials.

3. PROJECT PERSONNEL

FCMAT's personnel assigned to fulfill the scope of the work shall be:

Jeff Potter, CFE	FCMAT Intervention Specialist

Other equally qualified FCMAT personnel may be substituted in the event the above individual(s) is unable to participate in the workshop(s). FCMAT will communicate to the Client any changes in assigned project personnel.

4. PROJECT COSTS

The cost for Services requested pursuant to this Agreement shall be as follows:

A. $1,400 per day for each FCMAT staff member delivering Services.

B. All out-of-pocket expenses, including travel and its associated costs, and miscellaneous items necessary to complete the scope of work.

C. The applicable indirect rate at the time work is performed on the study will be added to all costs billed.

D. The Client will be invoiced at the conclusion of the scope of work. All payments shall be due immediately based on the terms of the invoice.

Based on the scope of work, the total not-to-exceed cost of the Services will be $2,500.

E. Any change to the scope of work will affect the total cost. The need for changes shall be communicated by FCMAT to the Client in advance in the form of a revised study agreement.

Payments for FCMAT's services are payable to Kern County Superintendent of Schools, Administrative Agent, 1300 17th Street, City Centre, Bakersfield, CA 93301.

5. RESPONSIBILITIES OF THE CLIENT

A. Provide appropriate space and accommodations for FCMAT to present the workshop. Such space and accommodations shall include a laptop, an LCD projector and screen, or equivalent large display capable of showing the presentation when connected to a computer.

B. Duplicate the presentation materials provided by FCMAT in sufficient quantities to provide each participant with a copy.

C. Return requested evaluation survey to FCMAT as described below.

6. PROJECT SCHEDULE

The Service(s) are scheduled for the dates and times indicated in Section 2.A. above.

7. COMMENCEMENT, TERMINATION AND COMPLETION OF WORK

FCMAT will commence work to prepare for the Services as soon as possible after the finalization of this Agreement and the Team will work expeditiously to complete Services on the dates indicated above.

The Client may terminate this Agreement at any time. If written termination is received by FCMAT up to 10 days prior to the scheduled workshop, Client will not be responsible for any costs. If the Client terminates this Agreement within 10 days of the scheduled workshop, the Client shall be responsible for the not-to-exceed amount in 4.D. above less any refundable travel or associated costs (4.B. above).

FCMAT may terminate this Agreement at any time. Termination of this Agreement by FCMAT relieves the Client of any obligations. Furthermore, if FCMAT terminates this Agreement due to unforeseen circumstances including, but not limited to, unplanned schedule conflict, unavailability of personnel or unsafe conditions, FCMAT will endeavor to reschedule the workshop with the Client for a date(s) that is within 60 days of the original date scheduled above.

8. INDEPENDENT CONTRACTOR

FCMAT is an independent contractor and is not an employee or engaged in any manner with the Client. The manner in which FCMAT's services are rendered shall be within its sole control and discretion. FCMAT representatives are not authorized to speak for, represent, or obligate the Client in any manner without prior express written authorization from an officer of the Client.

9. RESERVED

This Section reserved.

10. CONTACT WITH PUPILS

Pursuant to EC 45125.1, representatives of FCMAT will have limited contact with pupils. The Client shall take appropriate steps to comply with EC 45125.1.

11. INSURANCE

During the term of this Agreement, FCMAT shall maintain liability insurance of not less than $1 million unless otherwise agreed upon in writing by the Client, automobile liability insurance in the amount required by California state law, and workers' compensation as required by California state law. Upon the request of the Client and receipt of the signed Agreement, FCMAT shall provide certificates of insurance, with the Client named as additional insured, indicating applicable insurance coverages.

12. HOLD HARMLESS

The Team shall hold the Client, its board, officers, agents, and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of the Team's board, officers, agents and employees undertaken under this Agreement. Conversely, the Client shall hold the Team, its board, officers, agents, and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of the Client's board, officers, agents and employees undertaken under this Agreement.

13. PUBLIC SAFETY CONSIDERATIONS

Whether due to public health considerations, extreme weather conditions, road closures,

other travel restrictions or interruptions, shelter-at-home orders, LEA closures or other related considerations, at FCMAT's sole discretion, the Scope of Work, Project Costs, Responsibilities of the Client, and Project Schedule (Sections 2, 4, 5 and 6 herein) and other provisions herein may be revised. Examples of such revisions may include, but not be limited to, the following:

A. Any meetings with Client personnel prior to the workshop(s), as well as the professional development workshop(s) itself, may be held remotely via computer teleconferencing, telephone or other suitable means. References to on-site Services shall be interpreted appropriately given the circumstances.

B. Services performed remotely that are normally performed on site shall be billed hourly as if performed on site (excluding out-of-pocket costs that can otherwise be avoided).

C. The Client may be relieved of its duty to provide space and facilities for the Team to present the workshop(s).

14. FORCE MAJEURE

Neither party will be liable for any failure or delay in the performance of this Agreement due to causes beyond the reasonable control of the party, except for payment obligations by the Client.

15. EVALUATION

In the interest of continuous improvement, FCMAT will provide the Client with an evaluation survey at the conclusion of the Services. FCMAT appreciates the Client's honest assessment of the Team's services and process. The Client shall return the evaluation survey within 10 business days of receipt.

16. CLIENT CONTACT PERSON

The Client's contact person shall be the primary contact person for FCMAT to use in communicating with the Client on matters related to this Agreement. The Client may change the contact person upon written notice to FCMAT.

Name: Helen Miller, District Accountant

Telephone: (707) 890-3800

Email: hmiller@srcs.k12.ca.us

17. SIGNATURES

Each individual executing this Agreement on behalf of a party hereto represents and warrants that he or she is duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

For Client:

Lisa August (Jun 13, 2024 13:29 PDT)

Lisa August, Associate Superintendent 06/13/2024

~~Anna Trunnell, Superintendent~~ Date
Santa Rosa City Schools

For FCMAT:

Michael H. Fine, Date
Chief Executive Officer
Fiscal Crisis and Management Assistance Team

Cal Poly Humboldt.

MEMORANDUM OF UNDERSTANDING FOR STUDENT TEACHING, OBSERVATION OR FIELD WORK

THIS AGREEMENT, made and entered into as of this 1st day of July, 2024 by and between the State of California through THE TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, all of which are hereinafter called the "State" or "State University," and the Santa Rosa City School District of Sonoma County, herein after called the "District":

WITNESSETH:

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

WHEREAS, any such agreement will provide no payment for the Practice Teaching services rendered by the District; NOW, THEREFORE, it is mutually agreed between the State and the District as follows:

SPECIAL PROVISIONS

The TERM of the Agreement is from July 1, 2024 to June 30, 2027. The State shall provide no payment to the District for services required for any Practice Teaching placements.

GENERAL TERMS

1. The District shall provide to State University students experience through practice teaching, observations or other field work in schools and classes of the District. The experience provided by said student placements shall be provided in such schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and the State through their duly authorized representatives may agree upon.

   The District may, for good cause, refuse to accept for such observational, practice teaching or other field work placement any student of the State University assigned in the District, and upon request of the District, made for good cause, the State shall terminate the assignment of any student of the State University in the District.

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

2. An assignment of a student of the State University to schools or classes of the District shall be, at the discretion of the State, for (1) Practice Teaching or for (2) Field Work. A student may be given more than one assignment by the State University in such schools or classes.

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

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

3. Except as otherwise provided herein, the State University shall provide workers' compensation insurance during

the period for which the students are assigned to the District by the State University. All premiums or any other costs therefore shall be paid by the State University.

4. Except as otherwise provided herein, the State University shall inform each student regarding the availability of professional liability insurance. Students enrolled in Education credential programs are covered by the State University Student Professional Liability Insurance Program. Evidence of Coverage is provided upon request.

5. All the terms and conditions of this agreement apply to the placement of students of the State University for observational experience, with the exception that those students will not be covered by workers' compensation insurance as provided in Paragraph 3 hereof. In addition, all the terms and conditions of this agreement apply to the placement of students of the State University for assigned field work other than practice teaching.

    a. State University shall defend, indemnify and hold District, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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 District, its officers, agents, or employees.

    b. District shall defend, indemnify and hold State University, its officers, employees and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's 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 State University, its officers, agents, or employees.

6. The District agrees to accept students without regard to race, ethnic origin, sex, sexual orientation, gender, gender identity, gender expression, age, religion, disability, handicap, or political belief.

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

8. State University will ensure that participating students will not be placed at District with unsupervised access to children until a background check by the Department of Justice, including fingerprint clearance, is completed and participating students are granted Certificate of Clearance by the State of California.

9. State University shall ensure that participating students have provided evidence of tuberculosis screening administered in the first semester of their teacher preparation program.

10. The District shall provide to the University's credential candidates experiences through practice teaching, observations, or other field work in schools and classes of the district. The experience provided by said candidate placements shall be provided in appropriate schools or classes of the District and under the direct supervision and instruction of such employees of the District, as the District and State through their duly authorized representative may agree upon.

Cal Poly Humboldt.

MEMORANDUM OF UNDERSTANDING FOR STUDENT TEACHING, OBSERVATION OR FIELD WORK

11. The District shall provide opportunities for the University students to practice and provide literacy instruction. The University's credential candidates will engage in practice teaching of oral and written language including meaning-making, language development, and effective expression, as appropriate to the credential program. The University students will have the opportunity in the clinical practice placement to practice screening and diagnostic techniques that inform teaching and assessment and early intervention techniques, as appropriate to the credential and as identified in the teacher performance expectations and standard. While in the clinical practice placement, the University credential candidates will be expected to take and pass a literacy performance assessment approved by the Commission on Teacher Credentialing that includes a focus on foundational literacy skills and the additional cross-cutting themes in literacy.

TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY
California State Polytechnic University, Humboldt

Edna J Lewis
2024.04.08
15:24:23 -07'00'

Edna Lewis,
Procurement Specialist
Contracts & Procurement

District:

Signature

By: Lisa August
Print Name
Associate Superintendent
Title

CERTIFICATION (if applicable)

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

"It was moved, seconded, and carried that the attached contract with the Trustees of the California State University, whereby the University may assign students to the schools in the School District for practice teaching be approved; and the _____ is hereby authorized to execute the same."

School District:

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

County:

Concordia University Irvine
School of Education
SCHOOL COUNSELOR/PSYCHOLOGY STUDENT PRACTICUM/FIELDWORK AGREEMENT
Santa Rosa City Schools
June, 2024

MEMORANDUM OF UNDERSTANDING

This Agreement is made and entered into as of the execution of the Agreement by both parties by and between Santa Rosa City Schools ("District") located in Santa Rosa, California, and Concordia University Irvine ("University") a non-profit religious corporation located in Irvine, California.

WITNESSETH

WHEREAS, the governing board of a school district may enter into agreements with a college or university approved by the Commission on Teacher Credentialing (CTC) as a teacher education institution (Ed. Code Section 44227), to provide educational field experiences as may be called for in the requirements of the various authorized credentials for public school service; and

WHEREAS, any such agreement may provide for the payment in money or in services for the services rendered by the school district of an amount not to exceed the actual cost to the school district of the services rendered; and

WHEREAS, the University operates fully accredited educational programs for its students; and

WHEREAS, it is to the mutual benefit of the University and the District to make a program of educational fieldwork experiences available to the University's students at the District's facilities.

NOW, THEREFORE, it is mutually agreed upon between the parties as follows:

GENERAL TERMS AND CONDITIONS

1. Term. The term of this agreement shall commence on **July 1, 2024** and terminate on **June 30, 2027**. **(Three year agreement – May be renewed with consent of both parties)**

2. **Termination.** Notwithstanding anything herein contained to the contrary, either party may terminate this agreement with thirty (30) days written notice to the undersigned. In the event of early termination of this agreement, students who have not yet completed their K-12 Educational field experience assignment in the District may complete their assignment at the discretion of the University. Nothing in this agreement shall limit the right of the University, acting in its sole discretion, to remove a student from the K-12 setting at any time.

3. Insurance.

a. University shall maintain professional liability insurance coverage at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. Further, University agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. University shall ensure that such policies provide for notification to District at least thirty (30) days in advance of any material modification or cancellation of such coverage. University also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of University working at District pursuant to this Agreement at all times during the course of this Agreement. University shall provide certificates evidencing all coverage referred to in this section upon request of District.

b. District shall maintain professional liability insurance coverage at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. Further, District agrees to maintain comprehensive general liability insurance at a minimum of One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) in aggregate throughout the course of this Agreement. District shall ensure that such policies provide for notification to University at least thirty (30) days in advance of any material modification or cancellation of such coverage. District also agrees to maintain statutory Workers' Compensation coverage on any individuals characterized as employees of District working at District at all times during the course of this Agreement. District shall provide certificates evidencing all coverage referred to in this section upon request of University.

4. Employment Status of Students. Except in the specific situations described below, University students shall not be considered to be employees of the District.

a. Students Participating in Unpaid K-12 Educational Field Experience not at Student's Place of Employment: If the students are participating in an unpaid K-12 educational field experience not at the student's place of employment, it is understood that the University's students are fulfilling specific requirements for field experiences as part of a degree or credential program requirement, and therefore, the University's students do not thereby become employees of the District by virtue of their field experience.

b. Students Participating in Unpaid K-12 Educational Field Experience at Student's Place of Employment: If the students are participating in an unpaid internship or field experience at the student's place of employment, it is understood by the University and the District that the field experience and work duties of the students shall be kept strictly separate.

c. Students Participating in Paid K-12 Educational Field Experience: If the students are provided with a nominal payment from the District intended to reimburse them for estimated

expenses related to their field experience, the students do not thereby become employees of the District. If, however, the students are paid wages by the District for their service, then they become employees of the District, and the District is responsible for all employee obligations.

5. Confidentiality.

a. All verbal and written information exchanges, as well as proprietary information relating to business practices, procedures or methods of the District shall remain strictly confidential and shall not be disclosed without consent of the District. The University agrees to notify students that they are responsible for respecting and maintaining the confidentiality of all information with respect to all students of the District.

b. The University and the District agree to comply with the Family Educational Rights and Privacy Act (FERPA) of 1974, and all requirements imposed by or pursuant to regulation of the Department of Education to the end that the rights and privacy of the students enrolled in the District and of their parents are not violated or invaded. This assurance is given to obtain access to individual student data for the purpose of using said data to fulfill assignments or contractual obligations with the District. The provisions of the Family Educational Rights and Privacy Act of 1974 include, but are not limited to ensuring that (a) no identification of students or their parent(s)/guardian(s) by persons other than representatives of the University and required persons performing activities mandated by the California Department of Education, California Commission on Teacher Credentialing (i.e. auditors) is permitted; (b) the individual student data will be destroyed when no longer needed for the purpose(s) for which they were obtained; (c) no access to individual student data shall be granted by the University to any other persons, agency, or organization without the written consent of the pupil's parent/guardian, except for sharing with other persons within the District or representatives of the University, so long as those persons have a legitimate interest in the information; (d) the District will not disclose the student records of the University's students except to University and District officials who have a legitimate need for the information consistent with their official responsibilities.

6. **Non-Discrimination.** Neither party shall unlawfully discriminate against any student on the basis of disability, age, race, color, gender, gender identity, sexual orientation, national and ethnic origin, or any other protected class in administration of the programs subject to this agreement.

7. **Transportation of Students.** Neither the University nor the District will provide transportation for students between the University and the District school. Each student shall be responsible for his or her transportation.

8. **Scope of Authority.** The District shall exercise exclusive control over the administration, operation, maintenance and management of the District and its schools, and the University's

students while they are in residence at the District. Subject thereto, the University shall exercise control and supervision over the operation, curriculum, faculty and students of the University within the prescribed framework.

9. Indemnification. Except as otherwise may be provided in this Agreement, each party shall indemnify, hold harmless and defend the other party from any and all loss, liability, claim, lawsuit, injury, expense or damage whatsoever including but not limited to attorneys' fees and court costs, arising out of, incident to or in any manner occasioned by the performance or nonperformance by such indemnifying party, its agents, employees, servants, students, or subcontractors, of any covenant or condition of this Agreement or by the negligence, improper conduct or intentional acts or omissions of such indemnifying parties, its agents, employees, servants, students, or subcontractors.

10. Scope of Work.

SCHOOL COUNSELING/PSYCHOLOGY PRACTICUM

"Practicum" as used herein refers to the hours that a student, enrolled in practicum-embedded course(s) in the University program, develops skills learned in previous and current courses under the supervision of a site supervisor working in a K-12 setting.

Practicum is to be completed under the direct supervision of a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor/Psychologist.

For School Counseling students, it is the expectation that students are required to meet one- on-one with a client for six 30-minute sessions to gain experience developing counseling relationships through the application of counseling skills. Additionally, students should complete direct, as well as, indirect counseling experience in clinical settings working with other clients.

The University will ensure students who participate in practicum have met the requirements of a valid CTC document, which includes a fingerprint and background check. Students will be informed that a District has the authorization to require additional documentation before beginning their practicum assignment.

The District recognizes the importance of facilitating Practicum placements that will enhance the students' confidence as a professional counselor/psychologist. Settings for School Counselors/Psychologists should build basic counseling skills which include body language, listening, and development of trust with clients.

The University agrees to appoint a faculty member as a University Supervisor to administer the University's responsibilities related to the Program and oversee the students' Practicum experience at the District. The University Supervisor shall be responsible for ongoing communication with the District.

The District agrees to assume ultimate responsibility for the counseling services provided to students and the psycho-educational assessments administered to students, as well as, the delivery of results through reports and IEP meetings.

SCHOOL COUNSELING/SCHOOL PSYCHOLOGY FIELDWORK

"Fieldwork" as used herein refers to the hours that a student, enrolled in fieldwork course(s) in the University program, develops and practices skills learned in previous and current courses under the supervision of a university supervisor and a site supervisor working in a K-12 setting.

The District agrees to appoint a District employee as a District Representative to administer the District's responsibilities related to the Program and collaborate with the Fieldwork and Internship Coordinator for School Counseling or School Psychology and implement the student's fieldwork at the District.

The District Representative shall be responsible for on-going communication with the University, as well as the designation of District employees to serve as site supervisors responsible for direct supervision of assigned students. District employees designated as site supervisors shall meet the CTC criteria for supervising students. School Counseling/School Psychology site supervisors must have a current PPS credential with an authorization in school counseling/school psychology and a minimum of three years full-time experience as a school counselor or school psychologist. In the absence of the site supervisors so designated, suitable alternate persons will be designated and available.

The District Representative and site supervisors shall be granted with sufficient time to supervise, plan and implement the fieldwork including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of those staff members of the District responsible for supervision of assigned students; (b) provide the physical facilities and equipment necessary to conduct the fieldwork; (c) provide assigned students, whenever possible, with the use of library facilities, reasonable study and storage space; (d) make efforts to assist student in meeting course objectives; (e) advise the University of any changes in its personnel, operations or policies which may affect the fieldwork; (f) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the fieldwork; (g) determine the number of students which the District can accommodate during a given period of time and accept only the number of students which the District can accommodate; and (h) provide access to the

University and its students the applicable District rules and regulations with which they are expected to comply.

The University will provide a valid and reliable assessment that the District will use to assess the student's competence, a minimum of twice, at the mid-point and at the conclusion of fieldwork. The completed assessment will be forwarded to the University after each administration of the assessment and upon the conclusion of each student's fieldwork. Notice will be provided to the University, as soon as practical and at least by mid-term of a student's fieldwork, of any serious deficiency noted in the ability of the student to progress toward achievement of the stated objectives of the field experience. The District shall otherwise have the right to terminate any student whose health or performance is a detriment to any student's well-being or to achievement of the stated objectives of the student's field experience. Prior to such termination, the District shall notify the University's Fieldwork and Internship Coordinator.

The University agrees to appoint a faculty member as Fieldwork and Internship Coordinator to administer the University's responsibilities related to the Program and oversee the students' fieldwork at the District. The Fieldwork and Internship Coordinator shall be responsible for ongoing communication with the District.

The University agrees to assume responsibility for assuring compliance with applicable educational standards established by the California Commission on Teacher Credentialing (CTC), Council for the Accreditation of Educator Preparation (CAEP), and National Association of School Psychologists (NASP).

The University agrees to notify the District, at a time mutually agreed upon, of its planned schedule of student assignments, including each student's name, level of academic preparation, and length and date of the fieldwork. The University shall refer to the District only those students who have satisfactorily completed the prerequisite didactic portion of the curriculum.

The University agrees to advise assigned students regarding appropriate health and professional liability insurance. All students will be covered by the University's group professional liability insurance as required by the terms of this agreement. The University agrees to require assigned students to comply with existing pertinent rules and regulations of the District and all reasonable directions given by qualified District personnel during periods of fieldwork assignment and while on District premises.

The University and the District agree to establish the educational objectives for the Program, devise methods for their implementation, and continually evaluate the Program to determine its effectiveness.

SCHOOL COUNSELING/SCHOOL PSYCHOLOGY INTERN

The Intern School Counselor or Psychologist is approved to assume the functions

authorized by the Pupil Personnel Services School Counseling Intern Credential provided that the Intern's services meet the needs of the participating district, the Intern does not displace other certificated employees in the participating district, and this agreement meets with the District's contractual specifications with certificated employees.

The University shall ensure students in the Intern Program hold a Baccalaureate degree or higher from a regionally accredited institution of higher education and have satisfied the additional requirement of meeting the California Basic Skills requirement, most commonly met by the passage of the CBEST assessment and are enrolled in internship courses in the University program.

The University shall provide a University supervisor to work cooperatively with the Intern School Counselor or Psychologist and site supervisor.

The University will provide a valid and reliable assessment that the District will use to assess the Intern's competence, a minimum of twice, at the mid-point and at the conclusion of the Internship. The completed assessment will be forwarded to the University after each administration of the assessment and upon completion of the Internship. Notice will be provided by the District to the University, as soon as practical and at least by mid-term of a student's Internship, of any serious deficiency noted in the ability of the Intern to progress toward achievement of the stated objectives of the Internship.

The District shall authorize a District employee who currently holds a Pupil Personnel Services (PPS) Credential with an authorization in school counseling and has a minimum of three years full time experience as a School Counselor or School Psychologist to supervise the Intern student. The site supervisor shall be granted with sufficient time to supervise, plan, and implement the Internship, including, when feasible, time to attend relevant meetings and conferences.

The District shall (a) support continuing education and professional growth and development of staff members of the District responsible for supervision of assigned Interns; (b) provide the physical facilities and equipment necessary to conduct the Internship; (c) advise the University of any changes in its personnel, operations, or policies which may affect the Internship; (d) permit inspection by the University of the facilities, services available for learning experiences, student records, and other items pertaining to the Internship; and (e) provide access to the University and its students the applicable District rules and regulations with which they are expected to comply.

The District shall ensure no Intern School Counselor or Intern School Psychologist will have his/her salary reduced by more than one-eighth of the total contracted pay to cover costs of site supervision. The salary of the Intern School Counselor or Intern School Psychologist shall not be less than the minimum base salary paid regularly certificated personnel in similar positions.

The District agrees that the Intern School Counselor or Intern School Psychologist will

remain an employee of the District for the term of the issued Intern Credential or completion of the program, whichever occurs first.

The District shall ensure that the Intern School Counselor or Intern School Psychologist does not displace other certificated Pupil Personnel Services employees in the District.

11. General Provisions.

a. Entire Agreement; Amendment. This Agreement including the attachments and exhibits hereto contains the complete and full agreement between the parties with respect to the subject matter hereof and shall supersede all other agreements relative to the subject matter hereof by and between the parties. This Agreement may be amended but only by an instrument in writing signed by both parties to the Agreement.

b. Assignment. University shall not subcontract, assign its rights or delegate its duties under this Agreement without the prior written consent of District. This Agreement shall be binding on and inure to the benefit of successors and permitted assigns of each party.

c. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any action arising out of this Agreement shall be instituted and prosecuted only in a court of proper jurisdiction in Orange County, California.

d. Severability. The provisions of this Agreement shall be deemed severable and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties.

e. Waiver. Any waiver of any terms, covenants and/or conditions hereof must be in writing and signed by the parties hereto. A waiver of any of the terms, covenants and/or conditions hereof shall not be construed as a waiver of any other terms, covenants and/or conditions hereof nor shall any waiver constitute a continuing waiver.

f. Execution. This Agreement may be executed in one or more counterparts, all of which shall constitute one and the same document. Counterparts may be exchanged by facsimile or email. Each counterpart, whether an original signature or a facsimile copy, shall be deemed an original as against any party who signed it.

The following signatures hereby indicate approval of this agreement:

Concordia University Irvine	DISTRICT
By:_____	Signature:_____
Name: Rev. Dr. Scott Ashmon	Printed Name: Lisa August
Title: Senior Vice President and Provost	Title: Associate Superintendent
Date:_____	Date:_____

Concordia University Irvine
Attn: Dr. Charlie Rodrigues
1530 Concordia West
Irvine, CA 92612
Copy to:
General Counsel (ronald.vanblarcom@cui.edu)
MOU Coordinator (charlie.rodrigues@cui.edu)

Address: 110 Stony Point Rd, Suite 210, Santa Rosa, 95401

ADDENDUM TO CONTRACT

Between

Santa Rosa Community Health Centers

And

Santa Rosa City Schools

****

This addendum to the original contract with Santa Rosa Community Health Centers ("SRCHC") was approved on June 20, 2018, to provide services to a school clinic at Elsie Allen High School.

The contract, under Item 4.1. Term. is amended to read: The term of this Agreement shall be July 1, 2024, through June 30, 2025, unless the entire Agreement is terminated prior to that date in accordance with applicable provisions of this Agreement.

This is an extension of the terms by one year.

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

SANTA ROSA COMMUNITY HEALTH CENTERS

By: Gabriela Bernal Leroi
Gabriela Bernal Leroi (Jun 17, 2024 18:47 PDT)

Name: Gabriela Bernal Leroi

Title: Chief Executive Officer

Date: 06/16/2024

SANTA ROSA CITY SCHOOL DISTRICT

By:

Name: Lisa August

Title: Associate Superintendent

Date:

SCHOOL CLINIC AGREEMENT

This Agreement is entered into by and between Santa Rosa School District ("School District") and Santa Rosa Community Health Centers (SRCHC) on the 1st day of July, 2018.

ARTICLE I

RECITALS

1.1 Santa Rosa School District. School District is responsible for providing oversight to the public schools in Santa Rosa and, as a result, oversees the operations at Elsie Allen High School.

1.2 Santa Rosa Community Health Centers. SRCHC is a licensed community clinic. As part of its mission, SRCHC desires to ensure that teenagers obtain reasonable access to quality health care.

1.3 Elsie Allen High School. Elsie Allen High School ("High School") is located within SRCHC community and, therefore, represents an opportunity for SRCHC to assure equal access to quality health care for middle and high school students attending Santa Rosa City Schools and Santa Rosa area schools. School District has authorized and established a school clinic at High School, which would benefit from services SRCHC could provide.

1.4 Purpose of this Agreement. The purpose of this Agreement is to set forth the terms and condition pursuant to which SRCHC will provide services to a school clinic at High School.

ARTICLE II

RESPONSIBILITIES OF SCHOOL DISTRICT

2.1 Authority to Establish School Clinic. School District acknowledges that SRCHC is licensed to establish a school clinic and is qualified to manage and staff such a clinic. School District has authority to establish a school clinic and will ensure that High School affords the space, utilities, and support services (e.g., maintenance and custodial services) reasonably necessary for an efficient school clinic, but limited to cleaning practices consistent with district standards for a-high school health office. SRCHC may supplement the cleaning services at its own cost and will ensure compliance with all District requirements regarding the use of chemicals on school site. Disposal of restricted medical waste shall be the responsibility of SRCHC as shown in Exhibit A.

2.2 Commitment to School Clinic. While SRCHC understands that there is no guarantee that the school clinic can be supported indefinitely, School District represents that it shall not eliminate the school clinic without good cause and without reasonable notice to SRCHC. In that regard, School District acknowledges that SRCHC will be incurring costs in

regard to the school clinic that would be justified by the community benefit over time that the school clinic could realize.

2.3 General Comprehensive Liability Insurance. School District agrees that it shall carry general comprehensive liability insurance in customary amounts for the High School premises, which shall extend to include the school clinic.

2.4 Indemnification of SRCHC. School District shall indemnify and hold SRCHC harmless from and against any loss or liability, including attorney's fees, it may incur as a result of negligent acts of School District and/or High School.

ARTICLE III

SRCHC RESPONSIBILITIES

3.1 Operate School Clinic. SRCHC shall establish and operate a primary care clinic at High School offering the services set forth in Exhibit A, attached hereto and incorporated herein by reference.

3.2 Staff School Clinic. Operation of the school clinic shall include providing professional and clerical staff necessary to the efficient operation of a school clinic. SRCHC shall coordinate and supervise its employees and agents who provide such services. In that regard, SRCHC contemplates that staff for the school clinic may include registered nurses, nurse practitioners, physicians, counselors, medical assistants, outreach educators, security guard and receptionists. SRCHC shall be responsible for providing its employees with salary and benefits.

3.3 Employment Provisions. The parties agree all persons performing services under this Agreement shall comply with all applicable laws and policies of:

(1) Screening in accordance with Education Code Section 45122.1 in that the Department of Justice has ascertained that the person has not been convicted of a felony.
(2) Compliance with the Santa Rosa City Schools Board of Education policies that relate to Sexual Harassment, Child Abuse Reporting, Non-Discrimination, and Hazing.
(3) Compliance with Title VI of the Civil Rights Act of 1965 (42 U.S.C. 2000d through 2000d4 prohibiting race discrimination, Title IX of the Education Amendments of 1972 (20U.S.C. 794 prohibiting handicap discrimination), the Age Discrimination Act 42 U.S.C. 6101 et seq. prohibiting age discrimination), and the federal regulations adopted to implement these acts.

3.4 Dedication of Time. SRCHC shall devote a minimum of twenty (20) hours per week to the operation of the school clinic. SRCHC shall establish a schedule whereby the school clinic will be open a minimum of three (3) days per week throughout the calendar year. Hours of operation to be approved by the Elsie Allen High School principal.

3.5 Assume Normal Operating Costs for Term of this Agreement. SRCHC shall assume normal operating costs for the school clinic, during the term of this Agreement. Since

utility services are not separately metered, SRCHC agrees to reimburse the District $200 per month to help offset utility expenses.

3.6 Professional Liability Insurance. SRCHC agrees that it will procure and maintain (or cause to be procured and maintained) medical professional liability coverage covering SRCHC, its officers, agents and employees for all operations and services performed by SRCHC staff at the school clinic. Such insurance shall cover the School District, SRCHC and its officers, agents and employees for liability due to bodily injury or property damage resulting from any act or omission in the rendering of, or failure to render, professional health care or other related services at, or in any way connected with the school clinic. Such insurance shall be written on an "occurrence" basis and shall provide limits of not less than $1 million per occurrence. A certificate naming the School District as an additional insured shall be provided to the School District prior to the effective date of this Agreement.

3.7 Workers' Compensation and General Liability Insurance. SRCHC shall carry Workers' Compensation coverage for all employees of SRCHC, including those SRCHC employees working at the school clinic. Additionally, SRCHC shall maintain during the term of this Agreement comprehensive general liability insurance, which extends to cover SRCHC's activities at the school clinic. This policy shall protect the School District, its officers, agents and employees against liability for bodily injuries, death or property damage arising out of SRCHC performance or rendering of services at the school clinic. SRCHC shall provide a certificate naming School District as an additional insured for such coverage and, further, shall provide notice to School District of any material adverse modification or cancellation of such coverage at least thirty (30) days prior to its effectiveness.

3.8 Indemnification of School District. SRCHC shall indemnify and hold School District harmless from and against any loss or liability, including attorney's fees, it may incur as a result of SRCHC's provision of professional services at the school clinic.

ARTICLE IV

TERM AND TERMINATION

4.1 Term. The term of this Agreement shall be July 1, 2018 through June 30, 2024 unless the entire Agreement is terminated prior to that date in accordance with applicable provisions of this Agreement.

4.2 Termination. Either party may terminate this Agreement at any time and for any reason on thirty (30) days prior written notice to the other party.

ARTICLE V

MISCELLANEOUS PROVISIONS

5.1 Amendment. This Agreement may be amended only by a written document executed by both parties hereto, and any attempted amendment of any provision of this Agreement in any other form shall be of no legal effect.

5.2 Entire Agreement. This Agreement supersedes all previous understandings and agreements, whether written or oral, between the parties hereto with respect to any of the subject matter of this Agreement, and constitutes the complete and entire Agreement between the parties.

5.3 Maintenance, Retention, and Inspection of Records. School District shall provide space for the storage of records pertaining to care provided in the school clinic. SRCHC shall be responsible for the maintenance of such records. Access to medical records shall be governed by laws and regulatory requirements of medical practice and FQHC licensing.

5.4 Notices. Any and all notices required under this Agreement shall be in writing and shall be sent, postage prepaid, to the following addresses or such other address as noticed by either of the parties:

School District: Santa Rosa School District
211 Ridgway Avenue
Santa Rosa, CA 95401
Attn: Associate Superintendent for Business

SRCHC: Santa Rosa Community Health Centers
3569 Round Barn Circle
Santa Rosa, CA 95403

5.5 Operation in Compliance with Laws. All applicable provisions of law and regulation of any and all governmental authorities relating to licensing and operation of the school clinic shall be fully complied with by both parties.

5.6

SCHOOL DISTRICT Santa Rosa School District	SRCHC Santa Rosa Community Health Centers
BY: Rick Ed	BY: _____
ITS: Assist. Superintendent	ITS: CEO
DATE: 7/27/18	DATE: _____

BOARD APPROVAL: August 15, 2001
AMENDMENT TO AGREEMENT -BOARD APPROVAL: March 13, 2002
RENEWAL OF AGREEMENT – BOARD APPROVAL: May 28, 2003
RENEWAL OF AGREEMENT - BOARD APPROVAL: May 11, 2005
RENEWAL OF AGREEMENT – BOARD APPROVAL: June 13, 2007
RENEWAL OF AGREEMENT - BOARD APPROVAL: April 22, 2009
RENEWAL OF AGREEMENT – BOARD APPROVAL: July 27, 2011
RENEWAL OF AGREEMENT - BOARD APPROVAL: July 25, 2012
RENEWAL OF AGREEMENT - BOARD APPROVAL: June 20, 2018

APPROVED AS TO

FORM RESIG, 6/3/05

SERVICES TO BE PROVIDED

Whenever possible, parental or guardian consent will be obtained for all services unless otherwise specified. However, if a student asks to be seen for a "sensitive service" and is unable or unwilling to obtain parental consent, the health center will provide services to the student in accordance with the California Minor Consent Laws (Family Code Sections 6924-6929). Sensitive services include pregnancy testing, reproductive health education and services, testing and treatment for sexually transmitted diseases and HIV testing and health education. The Elsie Allen Health Center will adhere to medical consent for treatment laws for all services provided.

The provider will recommend that the student discuss the matter with a parent, and if that is not possible, with another adult. A consent form will be sent home with the student to facilitate discussion and encourage parental involvement.

Services Authorized Under This Agreement Are:

1. General primary care and treatment of minor illnesses and minor injuries consistent with that appropriate to a clinic setting.
2. Routine physical examinations, including sports physicals.
3. Screening exams and test include:
   - Vision and hearing testing
   - TB testing
   - HIV testing
   - Pregnancy testing
   - Pap smears
   - STD testing
   - Diabetes tests
4. Diagnosis and treatment of sexually transmitted diseases
5. Routine immunizations
6. Human Papillomavirus Vaccine, with written parental consent for minors under the age of 18
7. Basic laboratory tests.
8. Prescription and dispensing of select medications for treatment.
9. Prescription and dispensing of contraceptive methods.
10. Health education and prevention programs including oral health prevention such as teeth cleaning.
11. Mental Health Counseling
12. Referrals for illness/condition not suitable for diagnosis and/or treatment in a school clinic setting.
13. Disposal of restricted medical waste generated by the clinic operation.

Amendment to Agreement - Board Approved: March 13, 2002; Renewal of Agreement -Board Approved: May 28, 2003; Renewal of Agreement -Board Approved: May 11, 2005; Renewal of Agreement-Board Approved: June 13, 2007; Renewal of Agreement- Board Approved: April 22, 2009; Renewal of Agreement- Board Approved: July 27, 2011; Renewal of Agreement- Board Approved: July 25, 2012; Renewal of Agreement- Board Approved: June 20, 2018

SCHEDULE A

July 1, 2024 – June 30, 2025

Schedule A is an integral part of the Hosted Agreement between Be A Mentor, Inc. (BAM), and Santa Rosa City Schools (Customer) signed and dated on February 1, 2022 and describes the scope of work for which District grants funds listed below.

Hosted Software License Agreement for use of Volunteer Management System (VMS)	
Use of VMS as an online application residing on a Be A Mentor, Inc. servers or the purposes of volunteer application processing, conducting background screening and clearances, assigning volunteer applicants to selected sites and/or youth, tracking expiration dates and renewal of key issues.	
I. Licensing	**Cost**
License to use VMS **Annual Subscription**	0.00

II. Scope of Work	
1. Process new Volunteer Online Applications 2. Obtain Criminal Background Clearances when Volunteer Activities Require 3. Require 'proof of Covid Vaccination' for all volunteers 4. Conduct Sex Offender Registry Searches 5. Ongoing technical support to trained licensee/ Customer Site Coordinator(s) 6. Train School Site Coordinators on Use of VMS 7. Assist & Support District and School Site Coordinators with use of VMS 8. Train New Staff on Use of VMS 9. Track & Update Clearance Progress of all Applicants & Issue Clearance Letters 10. Remind & Assist Volunteers to Record Amount of Time Volunteering 11. Track Expiration Dates of Applicants' Required Documents and Obtain Renewals 12. Maintain School and School Site Coordinator Information and Contact Data 13. Maintain and Update 'Volunteer Types selected by specific schools with appropriate descriptions & Background Clearance Requirements 14. Coordinate with Customer regarding Subsequent Arrest Notices 15. Conduct Periodic Surveys of Volunteers Regarding Various Issues 16. Conduct Periodic Surveys of School Site Coordinators Regarding Various Issues 17. Generate Reports and Queries on Demand 18. Once applicant is cleared, Customer site coordinator, with login ID and password, may access the applicant's electronic file for viewing and/or downloading 19. Provide email support to volunteers registering in VMS	$25 Fee per each newly registered applicant **Example Only** 1,000 **new** applicants = $25,000 Charge is for newly registered applicants - No charge for volunteers in subsequent years of service

SCHEDULE A

July 1, 2024 – June 30, 2025

Summary of funds

III.	
1. Hosted Software License Agreement (Annual Subscription)	0.00
2. Application Processing Fee (NOTE: CA DOJ/FBI clearances will use BAM's ORI – District will not be billed from DOJ for clearance reports)	$25 per new volunteer will be invoiced monthly

IV. Indemnification

Except in the case of gross negligence or willful misconduct by either party, each will release the other and will indemnify, and hold the other (including all officers, agents and employees) harmless from any and all claims, damages, actions, losses, costs, penalties, obligations, judgments, liabilities, each party's own attorney fees, each party's own costs of suit, each party's own expert witness fees, and each party's own legal costs, whether or not an actual lawsuit is filed resulting from or arising out of the services provided by BAM, as selected by Customer.

Assumptions: Outside fees such as those paid to a Live Scan vendor for fingerprinting, FBI Report, Calif Dept of Justice (DOJ) Report, and health check fees are not included in this agreement.

This document is agreed upon for the period of **July 1, 2024 – June 30, 2025**

Be A Mentor, Inc.

_____

Robert Goetsch
President

Date: June 19, 2024

Santa Rosa City Schools

_____

Date: _____