

**SERVICE AGREEMENT BY AND BETWEEN  
 SAN JOSE STATE UNIVERSITY REASEARCH FOUNDATION (SJSURF)  
 AND  
 SAN JOSÉ UNIFIED SCHOOL DISTRICT (SJUSD)**

<b>SJSU Research Foundation Account Number: 22-1200-6840</b>	
<b>Vendor/Contractor Information:</b>	Name: San José Unified School District (SJUSD/Contractor) Address: 855 Lenzen Avenue San Jose, CA 95126 Federal Tax ID: 94-6002606
<b>Billed to:</b>	<b>San José State University Research Foundation (“SJSURF”)</b> Office of Sponsored Programs 210 N. 4 <sup>th</sup> Street, 4 <sup>th</sup> Floor San José, CA 95112 PI Name: Dr. Heather Lattimer Department: College of Education <b>Phone (408) 924-3600</b> <b>Email: <a href="mailto:heather.lattimer@sjsu.edu">heather.lattimer@sjsu.edu</a></b>
<b>PROJECT TITLE</b>	Regional K-16 Education Collaboratives Grant Program
<b>GENERAL TASK (Scope of Work)</b>	<ol style="list-style-type: none"> <li>1) Identify dual enrollment (HS-CC) opportunities that meet high school graduation and/or CSU degree requirements for each pathway.</li> <li>2) Establish articulated curricular roadmaps from high school through the bachelor’s degree.</li> <li>3) Embed career preparation and work-based learning experiences in pathway courses.</li> <li>4) Provide equity-focused outreach and counseling to bring students into the pathways.</li> <li>5) Formalize counselor partnerships and support systems that focus on preparation for students to successfully enter postsecondary settings.</li> <li>6) Enroll high school students in dual enrollment courses.</li> <li>7) Increase the use of family ambassadors, student ambassadors, and peer mentors to aid with college admission, navigation, and financial aid processes.</li> <li>8) Participate in data collection and formalized data exchange.</li> </ol>
<b>PROJECT DELIVERABLES</b>	<ol style="list-style-type: none"> <li>1) User-friendly pathway and transfer maps developed.</li> <li>2) 15% increase in the number of regional high school students engaged in pathway dual enrollment courses.</li> <li>3) 5% increase in pathway enrollment at participating colleges and universities.</li> <li>4) 15% increase in the number and diversity of students participating in dual enrollment</li> <li>5) Establish a cohort of 5-7 parent ambassadors who are trained and engaged throughout the subregion</li> <li>6) Formalize data exchange across partners, including use of C2C tools</li> </ol>

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<b>TOTAL COST</b>	Assigned time and stipends for educators and pathway leads at partner site - San Jose Unified School District (San Jose High School): \$62,812.50
<b>SERVICE PERIOD</b>	July 2024 - June 2025

**SERVICE AGREEMENT TERMS**

**I. AGREEMENT**

This agreement (“Agreement”) is entered into between SJSURF and Contractor (each a “Party”; collectively “Parties”) and governs Contractor’s provision to SJSURF of services and any goods described in sections titled “General Task,” “Project Deliverables,” and “Total Cost,” elsewhere throughout this Agreement, and in any exhibits or attachments thereto (collectively “Services”).

**II. PAYMENT**

Contractor shall complete the Services specified in the Agreement. Contractor shall invoice SJSURF for any payments listed in section titled “Total Cost” or in any exhibits or attachments to the Agreement (“Costs”) upon the associated dates or performance milestones specified therein. Costs are inclusive of all travel and lodging, taxes, fees, costs, supplies, overhead, and expenses, which shall otherwise be the responsibility of Contractor. Invoices shall be payable net 30. The final invoice must be clearly marked “final” and submitted within thirty (30) days of termination or expiration of the Agreement in order to be payable. SJSURF may designate a new billing address with 30 days’ written notice. Any deliveries shall be FOB SJSURF’s place of business.

If any Costs have no specified dates or performance milestones, then Contractor shall invoice those Costs to SJSURF monthly for the duration of the service period, with the first invoice issuing thirty (30) days following execution of this Agreement and shall evenly divide the combined total of all such payments between these invoices.

**III. INSPECTION**

Contractor shall furnish Services exactly as specified in the Agreement, free from all defects in Contractor’s performance, design, workmanship, and materials. SJSURF shall have the right to withhold payments from Contractor for any unsatisfactory Services without accruing interest or late fees, until such time as Services are satisfactory to SJSURF. SJSURF may temporarily accept Services it deems defective or unsatisfactory and require that Contractor remedy or replace defective or unsatisfactory Services at Contractor’s sole expense. SJSURF’s acceptance of any payments shall not be interpreted to waive or diminish Contractor’s obligation to perform satisfactory Services or to replace unsatisfactory Services.

**IV. WARRANTIES**

Contractor warrants and represents: a) that Services furnished under this Agreement will conform to any applicable specifications, drawings, and to that degree of skill and judgment normally exercised by recognized professional firms performing services of the same or substantially similar nature, and that Services are covered by the most favorable warranties Contractor gives to any customer for the same or substantially similar Services, or such other more favorable warranties as specified in this Agreement; b) that any goods delivered under this Subcontract will be new, unless otherwise specified, and for a period of 3 years following acceptance be free from defects in design, material, and workmanship; c) that Contractor and its personnel have any and all required licenses, certifications, and Department of Justice clearances to perform the Services; d) that Contractor has not been suspended or disbarred from public contracting

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or otherwise precluded from performing the Services due to any violation of laws or regulations that may be applicable to them; and e) that the Services do not infringe on the rights of any third party. In the event that a third party claims such an infringement, Contractor will either procure for SJSURF the right to continue to use the affected portion of the Services, or replace or otherwise modify the affected portion of the Services to render them non-infringing. This section shall survive termination or expiration of this Agreement.

**V. INDEPENDENT CONTRACTORS**

Contractor and SJSURF are independent contractors. Neither Party is an agent, joint venturer, partner, or employee of the other. Neither Party has the authority to enter into contracts that bind the other or create obligations on the part of the other without the prior written authorization of the other.

**VI. ASSIGNMENT AND SUBCONTRACTING**

This Agreement shall not be assignable by any action of Contractor or by operation of law, and any attempt at such assignment shall be null and void, except in the event that Contractor transfers all or substantially all of its assets to a third party, where in such case, Contractor must provide SJSURF with notice in writing reasonably prior to the effective date of the sale or transfer seeking the consent of SJSURF, which consent shall not be unreasonably withheld. Contractor is prohibited from subcontracting this Agreement or the Services unless such subcontracting is agreed to in writing.

**VII. TERM AND TERMINATION**

This Agreement shall be effective upon full execution, and shall expire upon the end of the term specified in section titled "Service Period." SJSURF may terminate this Agreement early for convenience or material breach with written notice to Contractor. Contractor may terminate this Agreement early in the event of material breach of this Agreement by SJSURF with 30 days' written notice. **Notice under this section includes** without limitation email notice. Parties shall be paid for all approved work submitted up to the date of termination.

**VIII. INTELLECTUAL PROPERTY RIGHTS**

Contractor hereby assigns all right, title, and interest in and to copyrightable material, notes, records, data, drawings, designs, inventions, patents, improvements, developments, discoveries, marks, software and trade secrets, and any intellectual property rights related to the foregoing ("IP") created and first reduced to practice in the direct performance of this Agreement to SJSURF, and agrees that such rights will be disposed of in accordance with SJSURF policies. Contractor agrees to reasonably and timely cooperate with SJSURF or any designees, both during and after the term of the contractual relationship, in the procurement and maintenance of SJSURF's rights in the results of Contractor's work for SJSURF, and in the signing of all papers which SJSURF may deem necessary and desirable for vesting itself or any designees with such rights. Contractor shall not disclose any inventions created and first reduced to practice under this Agreement, except as necessary for the performance of the Agreement. Contractor also agrees to promptly make full written disclosure to SJSURF of any and all IP created and first reduced to practice in the direct performance of this Agreement within sixty (60) days of the conclusion of this Agreement. SJSURF shall grant to Contractor an irrevocable, non-exclusive, royalty-free, non-transferable license to use such IP for education and research purposes only.

Nothing contained in this Agreement will be deemed to grant either directly or by implication, estoppel, or otherwise any right, title, or interest in any other IP of either Party, aside from those listed in this section. Specifically, all IP that predates this Agreement or is created outside of this Agreement shall remain the property of its original owners. It is understood that any and all rights to IP are offered by SJSURF only to the extent that SJSURF has a right to offer such rights, taking into consideration first the obligations made to any sponsors of SJSURF's research. This section shall survive termination or expiration of this Agreement.

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**IX. PUBLICATION**

SJSURF shall have the unrestricted right to publish and disclose, in whole or in part, all information, including without limitation notes, data, and records of the Services. The Parties agree that neither will use the name of the other Party or its employees in any advertisement, press release, or publicity with reference to this Agreement or to Services resulting from this Agreement, without prior written approval of the other Party. This section shall survive termination or expiration of this Agreement.

**X. INDEMNIFICATION AND LIABILITY**

Contractor shall indemnify, defend, and hold harmless the State of California, the California State University, the Trustees of the California State University, San José State University, San José State University Research Foundation, and the officers, employees, volunteers, and agents of each of them (collectively, "SJSURF Group") from any and all loss, damage, or liability and expenses, including attorney fees, arising out of the performance of the work described herein, caused in whole or in part by any breach of this Agreement or intentional or negligent act or omission of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable.

TO THE FULLEST EXTENT ALLOWED UNDER THE LAW, THE LIABILITY OF SJSURF, ITS AFFILIATES INCLUDING BUT NOT LIMITED TO SJSURF GROUP TO CONTRACTOR OR TO ANY THIRD PARTY FOR CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE PROJECT, WHETHER FOR BREACH, NEGLIGENCE, OR INFRINGEMENT, IN TORT OR OTHERWISE, SHALL BE LIMITED IN THE AGGREGATE TO THE AMOUNT PAID PURSUANT TO THIS AGREEMENT. IN NO EVENT WILL SJSURF GROUP BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES ARISING FROM PARTICIPATION IN THE PROJECT, EVEN IF NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES. Non-Party members of SJSURF Group shall be third-party beneficiaries of this Agreement. Contractor shall be responsible for any insurance requirements included in any attachments. This section shall survive termination or expiration of this Agreement.

**XI. GOVERNING LAW**

California law shall control this Agreement, and any document to which it is appended, without regard to conflict of law rules. The Parties undertake to resolve amicably any disputes arising from the development or interpretation of this Agreement. In the event that a friendly solution to a dispute is not possible, jurisdiction and venue for such disputes shall reside in the County of Santa Clara, California. This section shall survive termination or expiration of this Agreement.

**XII. FORCE MAJEURE**

Delayed performance under this Agreement will not constitute breach when caused by events beyond the delaying Party's reasonable control, whether or not foreseeable, so long as the delaying Party: a) makes all reasonable efforts to perform their obligations on time; b) promptly notifies the other Party of the event causing the delay and of the expected length of delay; c) suspends performance only as long as necessary as a result of this event; and d) has not been so delayed by its own failure to take reasonable measures to protect itself against the type of event in question.

**XIII. ENTIRE AGREEMENT**

This Agreement is the entire agreement regarding its subject matter. It supersedes all preexisting agreements on the matter. Modifications shall be made only by written agreement signed by both parties. The failure by either Party to exercise any rights or enforce any terms under this Agreement shall not be construed as a waiver of this term or any other right or term. In the event any terms are found to be invalid, all other provisions of the Agreement shall continue in full force and effect. In the event of a conflict between these terms and any exhibits or attachments, these terms shall control.

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This Agreement and any amendment to it may be executed in counterparts, which counterparts together shall constitute one and the same Agreement.

**AGREED AND ACCEPTED:**

**San José Unified School District**

**San José State University Research Foundation**

**Signature:**



**Tracy Morrison, Director Procurement**

**Signature:**



**Shailendra Baghel, Director Finance & Accounting**

**Date:**

**Date:** 8/29/2024

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**CERTIFICATION TO BE COMPLETED BY SJSURE**

**THE UNDERSIGNED EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT UNDERSIGNED IS:**

- (1) A representative of the Contractor,
- (2) Familiar with the facts herein certified,
- (3) Authorized and qualified to execute this certificate on behalf of Contractor and that by executing this Agreement is certifying the following items.

**Fingerprint and Background Certification.** Business entities entering into a Service Agreement with the District shall comply with Education Code section [45125.1](#). Such entities are responsible for ensuring full compliance with the requirements of this statute and should thoroughly review the requirements thereunder.

The Contractor and the Contractor parties shall at all times comply with the fingerprint and background certification requirements as set forth below. Specifically, by checking an applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District site or will not have contact with District students when District students are present during the term of this Agreement.
- The Contractor shall conduct the required criminal background check(s) of all persons who will be providing services to the San José Unified School District on behalf of Contractor, and that none of those persons have been reported by the Department of Justice (“DOJ”) as having been convicted of a serious or violent felony as specified in Penal Code Sections [667.5](#) and/or [1192.7\(c\)](#). I understand that this Certificate is not to be signed and submitted until I have received clearance from DOJ regarding those persons named. Upon request, Contractor will provide a list of the names of the employees who may come in contact with pupils while providing Services under this Agreement. This list shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.
- Arrange to have a Certificated District Employee continually monitor and supervise the Contractor at all times while services are provided on site such that Contractor will have no interaction with any District student outside the immediate supervision and control of a District employee. As supported by California Education Code Section 45125.1.

Certificated District Employee: [Name], [Title] at [School]

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Principal Initials: \_\_\_\_\_

**Megan’s Law (Sex Offenders).** I have verified and will continue to verify that the employees of the Contractor and the Subcontractor(s) having contact with District students under this agreement are **not** listed on California’s “Megan’s Law” Website (<http://www.meganslaw.ca.gov/>).

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**CERTIFICATION TO BE COMPLETED BY SJSURE**

**Tuberculosis Certification.** The Contractor and the Contractor parties shall at all times comply with the certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties will not be present on a District school site and will not have contact with District students when District students are present during the term of this Agreement.
- District has determined that Contractor will not have frequent or prolonged contact with students. District's determination is in compliance with and supported by California Education Code Section [49406\(m\)](#).
- The following Contractor and/or Contractor parties shall or may be on a District school site and have contact with District students during the term of this Agreement and, at no cost to District, they have received a tuberculosis risk assessment that complies with the requirements of California Education Code Section [49406](#). In addition, the Contractor shall maintain on file the certificates showing that the Contractor parties were examined and found free from active tuberculosis. These forms shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

Contractor further agrees and acknowledges that all new personnel hired after the effective date of this Agreement are subject to the tuberculosis certification requirements and shall be prohibited from having any contact with District students until the tuberculosis certification requirements have been satisfied and District determines whether any such contact is permissible.

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**COVID-19 Certification.** The Contractor and the Contractor parties shall at all times comply with the Covid-19 certification requirements as set forth below. Contractor hereby represents and warrants to District the following:

I acknowledge and am aware of all applicable requirements and recommendations to mitigate the spread of COVID-19, including [COVID-19 Public Health Guidance for K–12 Schools to Support Safe In-Person Learning for the School Year](#) and [San José Unified's COVID Health and Safety Information](#).

Contractor further agrees and acknowledges that District may at its sole discretion modify the requirements of this COVID-19 certification to ensure the health and safety of students.

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**Lobbyist Certification.** The Contractor and the Contractor parties shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties are not a “Lobbying Coalition,” “Lobbying Firm,” “Lobbyist” or “Lobbyist Employer” as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively “Lobbyist”) or are not performing Services hereunder that would require registering as a Lobbyist.
- Contractor and/or Contractor parties Services hereunder shall or may include lobbying. Contractor and/or Contractor parties shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Contractor shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

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**Conflict of Interest Certification.** The Contractor and the Contractor parties shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Contractor hereby represents and warrants to District the following:

- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code (Board Bylaw 9270) and, to the best of Contractor’s knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.
  
- Contractor and/or Contractor parties have read and understand the District’s Conflict of Interest Code and, Contractor knows or has reason to believe that Contractor has a conflict of interest that requires disclosure and Contractor and/or Contractor parties shall comply with the applicable disclosure requirements of the District’s Conflict of Interest Code. In addition, the Contractor shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Contractor and shall be available to District upon request or audit.

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I acknowledge and certify under penalty of perjury that I am duly authorized to legally bind the Contractor to all provisions and items included in this certification, that the contents of this certification are true, and that this certification is made under the laws of the State of California.

Date: 8/29/2024

Contractor: San Jose State University Research Foundation

Signature: 

Name: shailendra baghel

Title: Director of Finance & Accounting

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**Workers Compensation Certification.** Labor Code Section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways:

- By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.
- By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to its employees.

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Agreement.

San José State University Research Foundation

Date:

Signature:

DocuSigned by:  
  
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Name

shailendra baghel

Title

Director of Finance & Accounting

(In accordance with Article 5 – commencing at Section 1860, Chapter 1, part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the District prior to performing any Work under this Agreement.)

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**CERTIFICATION TO BE COMPLETED BY SJSURE**

**Student Data Confidentiality Certification.** The Contractor acknowledges his/her responsibility to respect the confidentiality of Covered data and information (CDI) and to act in a professional manner in the handling of student performance data. The Contractor will ensure that confidential data, including data on individual students, is not created, collected, stored, maintained, or disseminated in violation of state and federal laws. (CDI) includes paper and electronic student education record information supplied by Institution, as well as any data provided by Institution’s students to the Contractor. Furthermore, the Contractor agrees to the following guidelines regarding the appropriate use of student data collected by myself or made available to me from other school/system employees, Infinite Campus, TES or any other file or application to which the Contractor has access:

- Contractor will comply to abide by the limitations on re-disclosure of personally identifiable information from education records set forth in The Family Educational Rights and Privacy Act (34 CFR § 99.33 (a)(2)) and with the terms set forth below. 34 CFR 99.33 (a)(2) states that the officers, employees, and agents of a party that receive education record information from the Institution may use the information, but only for the purposes for which the disclosure was made.
- Contractor acknowledges that the Agreement allows the Contractor access to (CDI) for whom the Contractor has a legitimate educational interest and will be used for the sole purpose of improving student achievement and providing academic advisement to the student.
- The Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted (CDI) received from, or on behalf of Institution or its students. The Contractor acknowledges that it is illegal for a student to have access to another student’s data and will not share (CDI) from any source with another student.
- Contractor agrees to hold (CDI) in strict confidence. Contractor shall not use or disclose (CDI) received from or on behalf of Institution (or its students) except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by Institution. Contractor agrees not to use (CDI) for any purpose other than the purpose for which the disclosure was made.
- Contractor shall, within one day of discovery, report to Institution any use or disclosure of (CDI) not authorized by this agreement or in writing by Institution. Contractor’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the (CDI) used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what the Contractor has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the Contractor has taken or shall take to prevent future similar unauthorized use or disclosure.

California Consumer Privacy Act. To the extent applicable, Contractor shall comply with the requirements of the California Consumer Privacy Act (“CCPA”). The CCPA, however, shall not preempt the requirements of the Family Educational Rights and Privacy Act (20 U.S.C. §1232g; 34 C.F.R. Part 99), the Children’s Online Privacy Protection Act (Pub.L.No. 106-554 and 47 U.S.C. §254(h)), the Children’s Internet Protection Act (15 U.S.C. §6501 et seq.), California Education Code sections 49073.1 and 49073.6, and/or the Student Online Personal Information Protection Act (California Business and Professions Code §22584). Notwithstanding the above, to the extent that a “consumer” as that term is defined by the CCPA, contacts Contractor to receive Covered Data and Information provided to Contractor pursuant to this Agreement, to delete consumer’s personal information or to access information collected by Contractor hereunder, Contractor shall refer the consumer to the District, and the District will provide the necessary and proper procedures regarding the requested information

Date 8/29/2024

Signature   
Name Shatendra baghel

Title Director of Finance & Accounting