

**Memorandum of Understanding between
Sonoma County Superintendent of Schools and
Santa Rosa City Schools District**

AERIES Transition Services

This Memorandum of Understanding ("MOU") is made and entered into by and between the Sonoma County Superintendent of Schools ("Superintendent"), referred to herein as Sonoma County Office of Education ("SCOE") and Santa Rosa City Schools District ("District").

RECITALS

1. The Aeries System is a standard student information system in the state of California.
2. The District desires to transition its student data over to the Aeries System so that it may streamline its student data processes.
3. SCOE desires for the District to transition over to the Aeries System so that the District's financial system can integrate with SCOE's system as well as other third party systems for automation.
4. In light of the benefits SCOE will receive from the District's conversion to the Aeries System, SCOE desires to compensate the District for the costs associated with the initial conversion and the first year of Aeries support/maintenance.
5. NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the District and SCOE agree as follows:

GENERAL PROVISIONS

1. The term of this MOU shall commence on October 26, 2021 and remain in effect through October 26, 2023.
2. SCOE agrees to reimburse the District for the costs of the Aeries System Implementation Fee and one year of Aeries support/maintenance in an amount not to exceed \$163,310.00. District must provide SCOE with proof of payment and a copy of the Aeries invoice in order to be reimbursed. SCOE shall issue payment to the District within 30 days of receipt of the invoice.
3. No later than August 1, 2022, District shall have completed the transfer of its Student Information System over to the Aeries System for a term of two years. Should the District breach its contract with Aeries and/or not continue to use the Aeries System for the required term, the District shall reimburse SCOE a pro-rata share of the costs SCOE paid for the initial conversion and support/maintenance.
4. Except as expressly provided herein, District shall be solely responsible for all costs and services associated with the Aeries System, including any ongoing training and support services.
5. The parties understand and are aware that School and College Legal Services of California provide legal advice and services to both parties on this and other matters. Each party has

no objection to the representation of the other party in the formation and implementation of this MOU by the same legal counsel.

6. Each individual executing this MOU, or its counterpart, on behalf of the respective party thereto, warrants that he/she is authorized to do so and that this MOU constitutes the legally binding obligation of the party which he/she represents.

THIS AGREEMENT IS ENTERED INTO THIS ____ DAY OF _____, 20__.

SCOE

DISTRICT

By: _____
Sonoma County Superintendent of Schools

By: _____
Superintendent
Santa Rosa City Schools District

Typed Name

Typed Name