



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 Language People, hereinafter referred to as "CONTRACTOR".

SCHOOL SITE/DEPARTMENT USE ONLY

Check one of the following:

☐ 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: 01-6500-0-5770-1180-5875/5175-119-5198 01-6500-0-5770-1180-5875/5175-249-5198

Funding Category: ☐ Base ☐ Supplemental ☐ Concentration

☐ Restricted: _____ ☐ Other _____

For Billing (if applicable): ☐ Bill to: _____ Billing Frequency: _____

Contract is: ☐ New ☒ Renewal ☐ Addendum ☐ Amendment

Number of Individuals Served: _____

Approved at Site by*: _____

Date: _____

*Signature-FOR CONTRACTS ORIGINATED BY SCHOOL SITE

Departmental Approval**: _____

Date: 3/10/2020

**Signature-DISTRICT OFFICE DEPT.

Contract Created by: Sonya Randrup, Special Services

Phone #: 707-890-3800 x80807

Name of SRCS employee AND dept. or school site

Proposed Contract Start Date: August 14, 2019

Proposed Contract End Date:

June 30, 2020

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: _____

1. Services.

(a) DISTRICT's Responsibilities and Duties:

District will provide tools, equipment and testing materials. If required district will provide necessary guidance to employee. Agency shall be liable for any district equipment not returned or damaged. Final payment may be withheld pending closing out of account.

(b) CONTRACTOR's Responsibilities and Duties:

Language People will provide translation services as needed for Special Education Department/Students/Families

2. Term. CONTRACTOR shall commence providing services under this CONTRACT on August 14, 2019, and will continue through June 30, 2020, 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 (seventyfive thousand dollars) Dollars (\$75,000). DISTRICT shall pay CONTRACTOR according to the following terms and conditions:

Payment will be made upon receipt of monthly invoices

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]

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

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

the notice provisions of this section. At the date of this CONTRACT, the addresses of the parties are as follows:

DISTRICT:

Santa Rosa City Schools
211 Ridgway Ave
Santa Rosa, CA 95401
707-890-3800 x80201
mmartin@srcs.k12.ca.us

CONTRACTOR:

Name: _ Language People, INC
Street: 38750 Sky Canyon Drive Suite C
City/State/Zip: Murrieta, CA 92563
Phone: 707-538-8900
Email: _____

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 10th DAY OF March, 2020

(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

DISTRICT

Signature: _____

Rick Edson

Deputy Superintendent-business Services

mmartin@srcs.k12.ca.us

707-890-3800 x80201

AUTHORIZED SIGNER OR CONTRACTOR

Signature: *Michael Erickson* _____

Print Name: Michael Erickson

Title: Operations Manager

Email: merickson@languagepeople.com

Phone: 707-538-8900 x1006



STUDENT INTERNSHIP AGREEMENT 2019-2020

This Agreement, effective _____, is made and entered into by and between Santa Rosa City Schools District (“District”) and Minot State University (“University”).

ARTICLE 1: RECITALS

- 1.1 Section 35160 of the California Education Code provides that the governing board of any school district may initiate and carry on any program or activity, or may otherwise act in any manner which is not in conflict with, or inconsistent with, or pre-empted by, any law and which is not in conflict with the purposes for which school districts are established.
- 1.2 An agreement by a school district to provide student teaching, administrative or counseling practicum and experience to Students enrolled in an education credential program offered by an institution of higher education approved by the California Commission on Teacher Credentialing (“Commission”) is not inconsistent with the purposes for which school districts are established.
- 1.3 Pursuant to the provisions of Section 44320 of the Education Code, the governing board of any school district is authorized to enter into agreements with a state college, Minot State University (“University”), or any other university or college accredited by the State Board of Education as a teacher, administrative, and counselor education institution, to provide internship programs to students enrolled in the University.

ARTICLE 2: DEFINITIONS

- 2.1 “Student” shall refer to a student validly enrolled at the University in a program which is approved by the Commission and which leads to an education, administrative services, or counseling credential.
- 2.2 “Supervising Employee” shall refer to an employee of the District holding a valid, clear teaching credential, pupil personnel services credential, or administrative services credential issued by the Commission who has three or more years of experience in their credentialed field of work.
- 2.3 “Student Internship” shall refer to the active participation by a Student in the duties and functions of classroom teaching, school counseling or administrative services under the direct supervision and instruction of one or more Supervising Employees.
- 2.4 “Student Internship Assignment” shall refer to 2019-2020 School Year of daily student teaching, counseling or administrative services or the equivalent, as determined by the University in collaboration with the District. Student Internship Assignments shall satisfy all Commission requirements.
- 2.5 “Honorarium” shall refer to the amount of _two hundred dollars (\$_200_) that shall be paid directly to the Supervising Employee, in recognition of that full-time teacher, counselor or administrator’s efforts beyond normal teaching, counseling or administrative duties in the course of supervision. Payment of an Honorarium by the University to the Supervising Employee will not render the Supervising Employee an employee or agent of the University.

Nothing in this Agreement is intended by the parties to affect or change any term or condition of any collective bargaining agreement with respect to wages, compensation, or terms or conditions of employment, now extant or hereafter entered into between the District and its employee representatives.

ARTICLE 3: TERMS AND CONDITIONS

- 3.1 Student Internship Experience. The District shall provide Students with Student Internship experience in schools and classes of the District under the direct supervision and instruction of a Supervising Employee.
- 3.2 Mandatory Instruction and Reporting. Before a Student is assigned to the District for placement in a Student Internship Assignment, University shall instruct such Student on applicable state and federal law regarding unlawful discrimination, to include sexual harassment, and mandated reporting of child abuse.
- 3.3 PACT Requirements (if applicable). As required by State law, the Student will be participating in the Performance Assessment of California Teachers (PACT). The terms of this process will be provided to the District in a separate notice.
- 3.4 Language Arts Standards (if applicable). University agrees to prepare all teacher candidates to be able to implement all of the language arts content standards outlined in the *Reading/Language Arts Framework for California Public Schools*, including instruction in systematic, explicit phonics.
- 3.5 Placement Protocol. University will follow the District's protocol for the placement of Students, and will make initial contact at the District level to coordinate the placement of Students with the Assistant Superintendent, Curriculum and Instruction (K-6), and the Assistant Superintendent, Curriculum and Instruction (7-12). As specified in the state teacher preparation standards, the selection of the Student placement sites and Supervising Employee shall be a joint decision between University, the District and the School.
- 3.6 Right of District to Refuse Placement. Subject to applicable state and federal law regarding unlawful discrimination, including sexual harassment, at its sole discretion, the District may refuse to accept, or may terminate, any Student assigned to the District for Student Internships if in the District's judgement and discretion, the conduct or attitude of Student threatens the safety or welfare of any District pupil, employee or agent. Upon notification by the District, University shall promptly terminate the Student's assignment to the District. Students who the District does not deem a threat to the safety or welfare of the District, its pupils, employees or agents, and who are already assigned to and scheduled for an internship, will be permitted to complete any previously scheduled internship assignments in District.
- 3.7 Confidentiality of Student Records. The District acknowledges that the education records of Students assigned to the District are protected by the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. §1232g. The Parties agree to comply with the requirements of FERPA and its implementing regulations at 34 C.F.R. Part 99 and to protect the privacy of education records concerning any Student assigned to the District under this Agreement. As a result of this Agreement, District shall be considered to be "school official" of University and may transmit, share or disclose educational records, including evaluations and attendance records of Students, without the Students written consent to other school officials of University who have a legitimate educational interest in the records.

- 3.8 Honorarium Payment upon Student's Termination. Upon a Student's assignment being terminated pursuant to section 3.6, the Supervising Employee shall receive a prorated share of the Honorarium, if available, based upon the amount of time in which that Student was supervised, and with the full Honorarium to be paid where more than one-half (1/2) of the Student Internship Assignment was supervised by that Supervising Employee prior to termination; *provided, however*, that if a Student is supervised by more than one Supervising Employee, the Honorarium shall be shared proportionately between them, based upon the extent of each teacher, counselor or administrator's supervision of such Student. The District shall determine the pro-rata portion to be paid to each Supervising Employee, and that determination shall be conclusive as to all claimants. The University shall not be liable for payment of any amount beyond the Honorarium described in section 2.5, or for payment to any third party, even if the University is advised of the possibility of a claim on behalf of such person.
- 3.9 Certificates of Clearance. The University shall inform each participating Student that they must provide a valid negative TB test and Certificate of Clearance from the Commission to the District prior to commencement of the Student Internship Assignment.
- 3.10 Use of parties' Names Prohibited. Neither party shall use the name of the other party in any form or manner in advertisements, reports, nor other information released to the public without the prior written approval of that other party.
- 3.11 Fingerprint Clause. In order to participate in the Student Internship, each Student must consent to providing verification of background clearance from the Federal Bureau of Investigation and the California Department of Justice to the District for each Student prior to commencement of the Student Internship Assignment.

ARTICLE 4: GENERAL PROVISIONS

- 4.1 Term and Termination. This Agreement shall commence on the later of the two dates as follows: (i) the date on which the last signature appears on this Agreement; or (ii) the first day of the 2019-20 school year, and it shall continue in full force for one year, ending on the last day of the 2019-20 school year. Either party may terminate this Agreement, without cause, upon thirty (30) days written notice to the other party; *provided, however*, all Students receiving Student Internship experience from the District as of the date of a termination notice or expiration of this Agreement shall be permitted to complete their Student Internship Assignments during the current school year.
- 4.2 Indemnification. The University shall indemnify, defend, protect, hold harmless, and release the District its officers, agents and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising out of the negligent acts or omissions in the performance by the University under this Agreement; except such Liability caused by the sole negligence or willful misconduct of the District. This indemnification obligation shall not be limited in any way, by any limitation, on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefits acts. The aforementioned indemnification shall survive the terms of this Agreement.

The District shall indemnify, defend, protect, hold harmless, and release the University its officers, agents and employees, from and against any and all claims, loss proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness

costs) arising out of the negligent acts or omissions in the performance by the District under this Agreement; except such Liability caused by the sole negligence or willful misconduct of the University. This indemnification obligation shall not be limited in any way, by any limitation, on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefits acts. The aforementioned indemnification shall survive the terms of this Agreement.

- 4.3 Insurance. During the entire term of this Agreement, each party, at its own expense shall maintain, in full force Comprehensive General Liability and Commercial Auto Liability covering bodily injury and property damage. Each party must also provide evidence of coverage for Professional Liability including improper sexual conduct coverage. All policies and insurance carriers must be acceptable to the other party and be written on an occurrence based form.

The insurance shall be in the following amounts: Comprehensive General Liability and Auto Liability with a combined single limit per occurrence limits of not less than \$2,000,000, with a \$3,000,000 aggregate; Professional Liability with per occurrence limits of not less than \$1,000,000; with an annual general aggregate of not less than \$3,000,000; improper sexual conduct coverage with per occurrence limits of not less than \$1,000,000, with an annual aggregate of \$2,000,000; Workers' Compensation with statutory limits for the State of California and \$1,000,000 Employers' Liability.

The District shall provide the University with a Certificate of Insurance as evidence of all required in force insurance and an endorsement naming the University, its officers, employees and agents as an additional insured with regard to liability arising out of the District's activities carried out under the terms of this Agreement; except such Liability caused by the sole negligence or willful misconduct of the University.

The University shall provide the District with a Certificate of Insurance as evidence of all required in force insurance and an endorsement naming the District, its officers, employees and agents as an additional insured with regard to liability arising out of the University's activities carried out under the terms of this Agreement; except such Liability caused by the sole negligence or willful misconduct of the District.

- 4.4 Worker's Compensation. It is understood by each party that Students shall be considered District volunteers for purposes of Workers' Compensation only.
- 4.5 Venue. In the event of any dispute or litigation concerning or arising out of this Agreement, all parties agree to seek resolution of the dispute or litigation within Sonoma County and no other place.
- 4.6 Entire Agreement. This Agreement contains the entire agreement between the parties relating to the transactions contemplated hereby, and all prior or contemporaneous agreements, understandings, representations, and statements, whether oral or written, are merged herein.
- 4.7 Severability. If a court or arbitrator holds any provision of this Agreement to be illegal, unenforceable, or invalid, the remaining provisions will not be affected.
- 4.8 Amendments. Amendments to this Agreement may be made at any time, *provided, however*, that any amendments, modifications or alterations shall be made only in writing and shall become effective only upon the written approval of both the District and University.

- 4.9 Assignment. This Agreement shall not be assigned without the express written consent of the non-assigning party. A transfer of obligation under this Agreement by operation of the law shall require the affirmative assent of all parties, and the failure of a party to affirmatively consent shall act as a termination of this Agreement, subject to the right of Students to complete their respective Student Internship Assignments pursuant to section 4.1.
- 4.10 Notices. All notices, demands, or other communications given under this Agreement shall be in writing and sent to the address listed at the end of this Paragraph (unless a party has changed its address by giving notice as provided in this paragraph), and will be effective upon receipt if delivered by personal or overnight delivery or facsimile, or effective three days after being placed in the United States mail, postage pre-paid.

Minot State University
ATTN: Kathy Hintz

Field Placement Director
500 University Ave W, Minot ND 58707
701-858-3572

Santa Rosa City Schools District

ATTN: Rick Edson
Assistant Superintendent, Business Services
211 Ridgway Ave, Santa Rosa, CA 95401
Office (707) 890-3800 x80201

- 4.11 Binding Effect; Counterparts, and Interpretation. This Agreement (i) shall be binding upon and enforceable by the parties hereto and their respective legal representatives; (ii) may be executed in counter-parts, each of which may be deemed to be an original, but which together shall constitute one instrument; and (iii) shall be construed and enforced in accordance with the laws of the State of California.

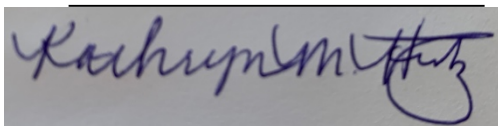
AGREED:

_____ UNIVERSITY

SANTA ROSA CITY SCHOOLS
DISTRICT

By: _____

By: _____
Rick Edson
DEPUTY SUPERINTENDENT



BUSINESS SERVICES

Date: 3/30/20

Date: _____

