

LAKESIDE UNION SCHOOL DISTRICT
BOARD OF TRUSTEES
SPECIAL MEETING
AGENDA

Lakeside School Library
14535 Old River Road
Bakersfield, CA 93311

October 20, 2022
6:00 p.m.

Any materials required by law to be made available to the public prior to a meeting of the Board of Trustees of the District can be inspected at the following address during normal business hours: Lakeside Union School District Office, 14535 Old River Road, Bakersfield, CA 93311.

1. CALL TO ORDER, ROLL CALL

BOARD OF TRUSTEES: Mario Buoni(MB) Alan Banducci(AB)
 Tamara Jones(TJ) Russell Robertson(RR)
 Darin Buoni(DB)

2. CLOSED SESSION

A. HEARINGS TO CONSIDER STUDENT EXPULSION Case No. 102048900 pursuant to Ed. Code 489180 and 72122

3. OPEN SESSION

4. REPORT OF CLOSED SESSION

A. FINAL ACTION REGARDING EXPULSION OF PUPILS Pursuant to Ed. Code 489180 and 72122

Case No. 102048900

Moved Seconded Roll Call Vote: MB AB TJ RR DB
Vote: Yes(Y) No(N) Abstained(A) Absent(AB)

5. DISCUSSION OR ACTION ITEMS

A. Budget and Finance

(1) Approval of MOU – Teacher Induction Program with KCSOS.

Moved Seconded Roll Call Vote: MB AB TJ RR DB
Vote: Yes(Y) No(N) Abstained(A) Absent(AB)

(2) Approval of Quality Bidders Software Services Agreement.

Moved Seconded Roll Call Vote: MB AB TJ RR DB
Vote: Yes(Y) No(N) Abstained(A) Absent(AB)

6. ADJOURNMENT

Time: _____

Moved _____ Seconded _____ Roll Call Vote: MB _____ AB _____ TJ _____ RR _____ DB _____
Vote: Yes(Y) _____ No(N) _____ Abstained(A) _____ Absent(AB) _____

For information regarding how, to whom, and when a request for disability-related modification or accommodation, including auxiliary aids or services, may be made by a person with a disability who requires a modification or accommodation to participate in the public meeting, please contact Ty Bryson, District Superintendent.

OFFICE OF MARY C. BARLOW
KERN COUNTY SUPERINTENDENT OF SCHOOLS
Advocates for Children

MEMORANDUM OF UNDERSTANDING BETWEEN THE
KERN COUNTY SUPERINTENDENT OF SCHOOLS –TEACHER INDUCTION PROGRAM
AND PARTICIPATING SCHOOL DISTRICTS, CHARTER SCHOOLS AND PRIVATE SCHOOLS

TEACHER INDUCTION PROGRAM

This Memorandum of Understanding (MOU) is entered into between the Kern County Superintendent of Schools (KCSOS), through its Teacher Induction Program and the participating public school districts, charter schools and private schools. The Teacher Induction Program is formerly known as the Beginning Teacher Support and Assessment-Induction Program (BTSA) and the Clear Education Specialist Induction Program (CESIP). The purpose of the Induction Program is to support educational entities by providing a credentialing program for their beginning teachers (general and special education) who have a preliminary or Level 1 credential and need a clear teaching credential.

RECITALS

This MOU is based on the following facts and understanding of the parties:

- A. KCSOS operates a Teacher Induction Program designed to support local educational entities that have employed new teachers who need additional credentialing. Through completion of the KCSOS Teacher Induction Program, teachers with a preliminary or Level 1 credential may receive a clear general education (multiple subject/single subject) and/or clear special education teaching credential.
- B. For purposes of this MOU, "educational entity" means public schools, including charter schools, private schools and educational programs offered to inmates by the Department of Corrections and Rehabilitation/Division of Rehabilitation Programs/Office of Correctional Education.
- C. The educational entity participating in this MOU employs new teachers with a preliminary credential and desires that such teachers obtain either their clear general education credential and/or their clear special education credential. Such educational entity desires KCSOS to provide the new teachers the support, training and assessment necessary to facilitate this endeavor.
- D. KCSOS is willing to provide the participating educational entity's new teachers the necessary support, training and assessment pursuant to the terms set forth below.
- E. For purposes of this MOU, the term "Candidate" means a new teacher who has a preliminary credential, is employed by an educational entity, and who seeks a clear general education credential and/or a clear special education credential.
- F. For purposes of this MOU, the term "Mentor" means an experienced teacher, employed by the educational entity, assigned to serve as a mentor for a Candidate enrolled in the teacher induction program.

G. The Teacher Induction Program is a performance based, support system developed collaboratively by practitioners and researchers under the direction of the California Department of Education and the California Commission on Teacher Credentialing to support the professional development of Candidate. As developed and modified by KCSOS, this Program focuses on the development of a Candidate's professional practice by combining the ongoing support/assistance of a trained Mentor with professional activities designed to promote continuing refinement of teaching practices, within the teacher's specific teaching context. Through the Program, Candidates deepen their understanding and application of the Induction Program Standards, the California Standards for the Teaching Profession, the state adopted Common Core State Standards for students, as well as curriculum frameworks. Modifications to the system of support are made yearly by KCSOS, as needed, in compliance with the Induction Program standard requirements and Program design.

H. Local post-secondary schools (Universities) may also participate in the KCSOS Teacher Induction Program by serving on the steering committee, monitoring graduate and professional development courses and participating in program evaluation activities. KCSOS will provide and/or arrange for any necessary support, training and/or assessment through its induction program.

TERMS

1. **Recitals.** The above Recitals are incorporated herein and any terms contained in the Recitals are also terms of this MOU.

2. **Selection of Candidates and Mentors.** The participating educational entity will submit eligible personnel as Candidates and select Mentors subject to KCSOS's current qualification and selection criteria. KCSOS reserves the right to reject any such individual. KCSOS's right to reject shall be exercised reasonably and lawfully. KCSOS may revoke an individual Candidate's or Mentor's eligibility upon a determination by KCSOS that the individual's performance is inconsistent with its qualification and selection criteria. Upon revocation, the participating educational entity shall endeavor to provide a suitable replacement.

3. General Responsibilities of KCSOS.

- a. KCSOS will provide and/or arrange for the support, training and assessment through its induction program for Candidates and Mentors.
- b. KCSOS will maintain accurate records regarding the participation in the induction program by Candidates and Mentors.
- c. KCSOS will provide to each entity the approved Mentor qualification and selection criteria based upon accreditation requirements, the Mentor training required to provide appropriate and effective support to teachers enrolled in the induction program, and the system or process for assessing Mentor effectiveness to school districts.
- d. KCSOS will supply the reports and other information on all matters related to the induction program requirements and activities to the California Commission on Teacher Credentialing and the California Department of Education.
- e. KCSOS will facilitate program evaluations as required by the California Commission on Teaching Credentialing.
- f. KCSOS will convene a steering and advisory committee composed of representatives of KCSOS educational entities and develop other administrative processes as provided for in the approved Induction Program Standards.

4. Disenrollment of Individual Candidates by KCSOS. Upon 10 days' written notice to the Candidate and employing educational entity, KCSOS shall have the authority to disenroll or refuse to recommend for a clear credential any Candidate who engages in misconduct including, but not limited to, academic dishonesty, unprofessional conduct, immoral conduct, discrimination or harassment in violation of applicable law, or any failure to meet program requirements. KCSOS shall be paid for services rendered up to the date of disenrollment. If the teacher's employing School District is dissatisfied with KCSOS's determination under this provision it may appeal to the Associate County Superintendent of Schools, or designee, whose decision shall be final.

5. General Responsibilities of the Participating Educational Entity. The participating educational entity agrees to:

- a. Appoint an administrative contact, employed within the educational entity who shall fulfill the program roles and responsibilities necessary to implement the induction program as described by KCSOS; these responsibilities include, but are not limited to, attending three district contact meetings per year, facilitating Candidate enrollment, communicating with program leadership, reviewing participant data provided by program staff, monitoring participant progress, provide feedback to district participants regarding program completion expectations, and scheduling annual district 'Induction Program Administrator Support & Guidance' training.
- b. Provide release time for district and site administrators to attend the annual 'Induction Program Administrator Support & Guidance' training as scheduled by KCSOS.
- c. Provide KCSOS with a list of all new hires and the credential(s) held by each, updated monthly.
- d. Identify new teachers as per credentialing requirements who must participate in the Induction Program.

- e. Inform teachers who must participate, about induction and the requirements to clear their credential(s).
- f. Enroll all teachers who must participate in the KCSOS Induction Program.
- g. Provide experienced and qualified mentor teachers to work as Mentors for those Candidates in the induction program. Mentors must meet the Induction Program Mentor qualifications/selection criteria and requirements as determined by KCSOS. Mentors must meet with the Candidates in the program at least one hour per week and provide ongoing assistance and support.
- h. Ensure that its Mentors have been trained in the current program support structures. The required training may be provided by either a KCSOS trainer or a trained Mentor authorized by KCSOS. Mentors must be provided release time as necessary to participate in program training and support activities and to observe and meet with their Candidates.
- i. Ensure that Candidates and Mentors attend required induction program meetings, training and support activities. Ensure that Candidates attend professional development appropriate to the Candidates' need to fulfill the requirements of the induction program. Ensure that Candidates are provided release time to meet with their Mentors and to observe other exemplary teachers in their classrooms.
- j. Ensure that Candidates have opportunities to meet all completion requirements in order to be recommended for a clear credential.
- k. Ensure that administrative staff respect the confidentiality between the Mentor and the Candidate. Ensure that induction program/activities related to work with his/her Mentor will have no relationship to teacher evaluation. The site administrator will provide opportunities for the Mentor and the Candidate to meet in a private place to interact. Nothing in this section is intended to prevent the transmission of information concerning a Candidate which relates to conduct which may be subject to discipline or bear on the safety of students or employees.
- l. Establish and maintain records and evidence as indicated in the approved Induction Program Standards.
- m. Participate in the program evaluation as described in the Induction Program Standards.
- n. Provide release time and/or compensation for Mentors as necessary to meet the induction program requirements.
- o. Ensure that educational entity's Mentors execute the KCSOS Teacher Induction Program Mentor Agreement. Ensure that the Mentor complies with the KCSOS expectations associated with completion of the Induction program. Regularly assess the quality of services provided by Mentors to Candidates (using criteria and data provided by the KCSOS Teacher Induction Program, as well as district measures). Ensure that clear procedures are in place for the reassignment of Mentors, if the pairing of the Candidate and Mentor is determined to not be effective by district and/or KCSOS Teacher Induction Program criteria.
- p. Ensure that Candidates meet all completion requirements for their credential

- q. Ensure that Candidates execute the KCSOS Teacher Induction Program Candidate Agreement. Ensure that Candidates comply with the KCSOS expectations associated with completion of the induction program.
- r. Ensure that as a partner with KCSOS, the following preconditions set forth by the Commission on Teacher Credentialing (CTC) in the Teacher Induction Program Preconditions are met:
 1. Each Induction Program must be designed to provide a two-year, individualized, job-embedded system of mentoring, support and professional learning that begins in the teacher's first year of teaching.
 2. The Induction Program must identify and assign a mentor to each Candidate within the first 30 days of the participant's enrollment in the program, matching the mentor and Candidate according to credentials held, grade level and/or subject area, as appropriate to the participant's employment.
 3. Each Induction Program must assure that each Candidate receives an average of not less than one hour per week of individualized support/mentoring coordinated and/or provided by the mentor.
 4. Goals for each Candidate must be developed within the context of the Individual Learning Plan (ILP) within the first 60 days of the teacher's enrollment in the Program.
 5. The ILP must be designed and implemented solely for the professional growth and development of the Candidate and not for evaluation for employment purposes.
 6. An Induction Program sponsor must make available and must advise participants of an Early Completion Option for "experienced and exceptional" candidates who meet the Program's established criteria.

6. **Price, Billing and Payment.** The educational entity shall pay the fees indicated on Appendix A (Menu of Services) according to the credential and program status of their Candidates. Participating Kern County Public School Districts hereby authorize payment of teacher participation fees by budget transfer to KCSOS bi-annually.

All other participating educational entities may elect to be invoiced and shall pay within 30 calendar days of receipt of invoice from KCSOS.

If payment is not received within 30 days after the date of the invoice, KCSOS may impose a late fee of \$50.00 and may assess 1.5 percent simple interest on the unpaid invoice monthly with interest beginning to accrue on the invoice due date.

7. **Materials Developed by the KCSOS Teacher Induction Program.** The parties agree that all rights, including copyright, in any products, materials and publications developed by the Teacher Induction Program are assigned to and shall become the exclusive property of KCSOS.

School Districts and their employees, staff and subcontractors shall not have the right to disseminate, market, or otherwise use the products without the express written permission of the Teacher Induction Program.

The KCSOS Teacher Induction Program shall have the authority to adapt and adopt materials that support the approved program.

8. **Term.** The term of this MOU shall be for an initial one-year term beginning July 1, 2022, and continue through June 30, 2023. This MOU supersedes any previous MOU entered into by the parties concerning the induction program.

9. **Early Termination.** This MOU may be terminated without cause by either party. The party desiring termination must provide written notice to the other party. Termination will be effective no sooner than 30 calendar days after actual receipt of the written notice.

This MOU may be terminated with cause by any party if another party fails to comply with the insurance or indemnification requirements, or otherwise commits material breach of this MOU. Termination will be effective 10 calendar days after a written demand to cure is provided and the party fails to cure.

The indemnification provisions contained in this MOU shall survive early termination.

10. **Limitation on Damages.** The parties agree and stipulate for all purposes that if KCSOS does not fully perform, pursuant to this MOU, the other parties pecuniary damages shall not exceed the sum total paid by such party during the pertinent fiscal year. Additionally, the parties agree and stipulate for all purposes that there are no peculiar circumstances or facts made known to KCSOS or which should otherwise be known to KCSOS which might result in a special or peculiar harm to the other parties to this MOU.

This provision shall survive expiration or early termination of the MOU.

11. **Indemnification.** Each party agrees to defend, hold harmless, and indemnify the other parties (and their officers, employees, trustees, agents, successors, and assigns) against all claims, suits, expenses (including reasonable attorney fees), losses, penalties, fines, costs, and liability, whether in contract, tort, or strict liability (including but not limited to personal injury, death at any time, and property damage) arising out of or made necessary by the indemnifying party's breach of the terms of this MOU or by the act or omission of the indemnifying party in providing services under this MOU.

In the event that any action or proceeding is brought against a party by reason of any claim or demand discussed in this section, upon notice from the party, the indemnifying party shall defend the action or proceeding at the indemnifying party's expense through counsel reasonably satisfactory to the other party. The obligation to indemnify set forth in this section shall include reasonable attorney fees and investigation costs and all other reasonable costs, expenses and liabilities from the first notice that any claim or demand is to be made.

The indemnifying party's obligations under this section shall apply regardless of whether the other party (or any of its officers, employees, trustees, or agents) is actively or passively negligent, but shall not apply to any loss, liability, fine, penalty, forfeiture, cost or damage caused solely by the active negligence or by the willful misconduct of the other party.

This provision shall survive the expiration or early termination of this MOU.

12. **Insurance.** Each party shall obtain, pay for, and maintain in effect during the life of this MOU the following policies of insurance issued by a company rated not less than "A-VII" in Best Insurance Rating Guide and admitted to transact insurance business in California: (1) commercial general liability (including contractual, products, and completed operations coverages, bodily injury, and property damage liability) with single combined limits not less than \$1,000,000 per occurrence, \$2,000,000 aggregate; (2) commercial automobile liability for "any auto" with combined single limits not less than \$1,000,000 per occurrence; and (3) workers' compensation insurance as required under state law. Each party's policy shall contain an endorsement naming the other parties as additional insureds insofar as this MOU is concerned and provide that written notice shall be given to the other parties at least 30 days prior to cancellation or material change in the form of the policy or reduction in coverage.

Each party shall furnish the other parties with a certificate of insurance containing the endorsements required under this section, and each party shall have the right to inspect the other parties' original insurance policies

upon request. Upon notification of receipt of a notice of cancellation, change, or reduction in coverage, each party shall immediately file with the others a certified copy of the required new or renewal policy and certificates for such policy.

The insurance afforded by KCSOS shall be primary in matters alleged to have resulted primarily from actions of KCSOS personnel. The insurance afforded by a participating educational entity shall be primary in matters alleged to have resulted primarily from actions of its personnel. In such circumstances, the insurance of other party shall be secondary and non-contributing.

If any of the insurance coverage required under this MOU is written on a claims-made basis, the responsible party shall either (i) maintain said coverage for at least one (1) year following the termination of this MOU with coverage extending back to the effective date of this MOU; or (ii) purchase an extended reporting period of not less than one (1) year following the termination of this MOU.

If a party is, or becomes during the term of this MOU, permissibly self-insured under California law or becomes a member of a self-insurance pool, that coverage must be equivalent to the insurance coverage and endorsements required above. The other parties are not obligated to not accept such coverage unless they determine, in their sole discretion and by written acceptance, that the coverage is equivalent to the above-required coverage.

For all purposes related to this MOU, the parties stipulate that KCSOS is a member of the self-insurance pool known as Self Insured Schools of California (SISC), and that the coverage provided is the equivalent of that required by this MOU.

Each party shall pay their own deductibles and self-insured retentions.

Nothing in this section concerning minimum insurance requirements shall reduce a party's liability or obligations under the indemnification provisions of this MOU.

13. Entire Agreement. This MOU, including any exhibits or schedules to which it refers, constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter described in the Recitals. It supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this MOU by, nor is any party relying on, any representation or warranty outside those expressly set forth in this MOU.

14. No Third Party Beneficiaries. The parties to this MOU are KCSOS and the participating educational entity. Although the Candidates and Participating Mentors benefit from this MOU, they are incidental beneficiaries only and they are not intended to be third party beneficiaries of this MOU. It is the parties' intention that there are no third party beneficiaries to this MOU.

15. Status of the Parties. The parties agree that in performing the services specified in this MOU, each party shall act as an independent contractor. Except as specified in this MOU, each party shall determine the means and methods for carrying out the work to achieve the result required consistent with applicable law. The personnel of each party are not entitled to participate in any pension plan, insurance, bonus or similar benefits the other parties provide for their employees.

Any employee, assistant or independent contractor retained by a party to perform the services required by this MOU shall be the sole responsibility of such party and not of the other parties. Each party shall determine the hours during which the services shall be performed and the sequence of tasks, subject to the reasonable business needs of the other parties.

16. **Employment Status.** At all pertinent times during this MOU and for all purposes related to the MOU, each party's employees shall be the employee of only such Party and shall not be a co-employee of any of the other parties.

For each of their employees providing services pursuant to this MOU, each party shall be solely responsible for withholding applicable payroll taxes and contributions including, but not limited to, federal, state, and local income taxes, FICA, FUTA, state unemployment, workers' compensation, and disability insurance. Each party agrees to hold harmless, indemnify, and defend the other parties from any liability resulting from a failure to make such payments, including self-employment taxes.

If, in the context of this MOU, a party is held to be an employer or co-employer of another Party's employee, then such party shall be held harmless and indemnified by the employing party from and against any and all claims for loss, liability, or damages arising from that holding, as well as any expenses, costs, taxes, penalties, and interest charges incurred as a result of that holding.

17. **Amendment.** The provisions of this MOU may be modified only by mutual agreement of the parties. No modification shall be binding unless it is in writing and signed by the party against whom enforcement of the modification is sought.

18. **Waiver.** Any of the terms or conditions of this MOU may be waived at any time by the party entitled to the benefit of the term or condition, but no such waiver shall affect or impair the right of the waiving party to require observance, performance, or satisfaction either of that term or condition as it applies on a subsequent occasion or any other term or condition of this MOU.

19. **Assignment.** No party may assign any rights or benefits or delegate any duties under this MOU without the written consent of the other party or parties. Any purported assignment without written consent shall be void.

20. **Notices.** Any notice under this MOU shall be in writing. Any written notice or other document shall be deemed to have been duly given on the date of personal service on the parties or on the second business day after mailing if the document is mailed by registered or certified mail, addressed to the parties at the addresses set forth below, or at the most recent address specified by the addressee through written notice under this provision. Failure to conform to the requirement that notices be sent by registered or certified mail shall not defeat the effectiveness of notice actually received by the addressee.

21. **Licenses and Permits.** Each party represents that its personnel who will render services are fully qualified and competent to provide the services called for under this MOU. Each party represents that any permits or licenses required to be held by such personnel to perform the services called for under this MOU are current.

22. **Nondiscrimination.** Neither party, nor any officer, agent, employee or subcontractor of a party, shall discriminate in the treatment or employment of any individual or groups of individuals on any ground prohibited by law, nor shall any of them harass any person in the course of performing this MOU based on gender or any other basis prohibited by applicable law.

23. **Compliance with Law.** In the course of performing this MOU, each party shall observe and comply with all applicable Federal, State, and local laws, regulations, and ordinances now in effect or subsequently enacted.

24. **Venue and Governing Law.** The laws of the State of California shall govern the terms and conditions of this contract with venue in Kern County.

25. **Counterparts.** This MOU may be executed in any number of counterparts with the same effect as if the parties had all signed the same document. All counterparts shall be construed together and shall constitute one agreement.

SCHOOL DISTRICT

Lakeside Union SD

By _____

Signatory Name: Dr. Rhonda Taylor

Title: Superintendent


Address: 14535 Old River Road

Bakersfield, CA 93311

Date: _____

MARY C. BARLOW

KERN COUNTY SUPERINTENDENT OF SCHOOLS

By 

Signatory Name: Tina Foster

Title: Chief Financial Operations Officer

Address: 1300 17th Street, Bakersfield, CA 93301

Acct Code: 01-704-0585-0-8677.00-0000-0000-00

Date: 6-13-22

Approval for Transfer. Payment by Kern County Public School Districts will be in the form of a fund transfer and will occur two times per year.

District Account line charged will be: _____

**APPENDIX A
MENU OF SERVICES**

Participating Educational Entities shall pay the fees indicated on this Menu of Services according to the credential and induction program status of their Candidates.

**TEACHER INDUCTION
General Education & Special Education**

Category	Description	Participation Fee
2-year program	Regular Induction experience (General and/or Special Education) <i>Requires assignment of Mentor</i>	\$3,350 each year
1-year program	Holds a Preliminary credential in both General & Special Education: Completed one year of Teacher Induction in one setting (General OR Special Education) <ul style="list-style-type: none"> • Completes year 2 in the other setting <i>Requires assignment of Mentor</i> <p align="center">OR</p> Holds a Preliminary credential in Special Education: Completed two-year Induction Program in a General Education class, no prior experience in a Special Education class- <i>Requires assignment of a Mentor</i>	\$3,350 for the one year
ECO (Early Completion Option)	Upon KCSOS eligibility approval, Candidate completes two years in one: <ul style="list-style-type: none"> • Senate Bill 57 (Scott) – the Intent of the law is to serve <i>experienced and exceptional candidates</i>; • Applicable to teachers who were the “teacher of record” for one year or more; • Complete and turn in ECO application within established timeline – Candidates are accepted based on program criteria and district verification of eligibility. <i>Requires assignment of Mentor</i>	\$5,475 total fee
A & A (Advice and Assistance)	Candidate did not complete requirements for the year: <ul style="list-style-type: none"> • Required meeting with the Candidate’s District designee and Program designee; <ul style="list-style-type: none"> ◦ Construction of specific completion plan with timeline for completion • Additional paperwork, document review and monitoring 	\$1,000 total fee

	<i>May require additional assignment of Mentor</i>	
Category	Description	Participation Fee
41-I	<p><u>General Education Credential:</u> Completed a Clear Education Specialist Program with another agency (verification of CESIP completion required (e.g., Clear Education Specialist credential, program transcripts). Now holds preliminary General Education Credential:</p> <ul style="list-style-type: none"> ○ One meeting with Coordinator- verification of all general education program requirements completed; ○ 41-I Induction form (State required verification form) given with directions for credential clearing procedures <p><i>*No Mentor Needed</i></p> <p><u>Special Education Credential:</u> Completed a General Education Clear Program with another agency (verification of completion required (e.g., Clear credential, program transcripts)</p> <ul style="list-style-type: none"> ○ One meeting with Coordinator- verification of all special education program requirements completed; ○ All professional development requirements met ○ 41-I Induction form (State required verification form) given with directions for credential clearing procedures <p><i>*No Mentor Needed</i></p>	\$175 total fee
PD Req	<p>Holds a Clear credential in either General Education or Special Education, and a Preliminary credential in the other.</p> <ul style="list-style-type: none"> • In initial meeting with coordinator, it is determined that Professional development requirements have not been met: <ul style="list-style-type: none"> ○ Create professional development plan ○ Program monitoring of progress & completion of plan ○ Follow-up meeting to review and verify Candidate's professional development completion; • Program verification of completion of requirements • 41-I Induction form (State required verification form) given with directions for credential clearing procedures <p><i>*No Mentor Needed</i></p>	\$350 total fee

Quality BiddersSM Software Services Agreement

This Software Services Agreement ("Agreement") is entered into on _____ ("Effective Date") by and between Colbi Technologies, Inc., a California corporation, having its principal place of business at 13891 Newport Avenue, Suite 150, Tustin, CA 92780 ("Colbi"), and Lakeside Union School District, having its principal place of business at 14535 Old River Rd, Bakersfield, CA 93311 ("Customer").

1. Software Services Provided by Colbi. In support of Customer's building program and during the Term of this Agreement, Colbi will provide Quality BiddersSM software services ("Services") as set forth in Exhibit A (Exhibits).

2. Customer License Grant. Subject to the terms and conditions of this Agreement, Colbi grants to Customer, and Customer accepts, a non-exclusive, non-transferable, non-sub-licensable, world-wide, royalty-free license for the Term to: (i) access and use the Services, and (ii) use any of Colbi intellectual property included or embodied therein, in each case, solely for Customer's own internal business purposes, and subject to the terms and conditions of this Agreement. Customer's License for the Services is subject to such hosting policies, guidelines and specifications as Colbi may reasonably establish from time to time. Colbi reserves right, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to the Customer other than as expressly set forth herein.

3. License to Host Customer Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, limited-term license to host, copy, transmit and display Customer data as necessary to provide the Services in accordance with this Agreement. Subject to the limited licenses granted herein, Colbi acquires no right, title or interest in or to Customer data.

4. License to Use Feedback and Summarized Data. Subject to the terms and conditions of this Agreement, Customer grants Colbi a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction or other feedback provided by Customer or Users relating to the operation of the Services. Customer authorizes Colbi to use Customer summarized data for the purpose of enhancing Services, including but not limited to training and adaptive software tools.

5. Customer Responsibilities. Customer shall: (i) identify persons authorized to access Services on their behalf (authorized users, or Users), (ii) be responsible for Users' compliance with this Agreement, (iii) be responsible for the accuracy and quality of their data and the means by which that data is collected, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of Services, and notify Colbi promptly of any such unauthorized access or use, (v) use Services in accordance with the documentation and applicable laws and government regulations, and (vi) comply with the terms and conditions of this Agreement.

6. Fees and Payment Terms. Customer shall pay to Colbi all fees in accordance with the terms specified in Exhibits. All payments are due and payable within 30 days upon receipt as shown on the invoice from Colbi. All fees are exclusive of all federal, state, local, and other taxes, duties, or charges applicable to the hosting, and support, and all of such taxes, duties or charges are the sole responsibility of Customer. Customer agrees to pay all such taxes, duties or charges immediately upon receipt of an invoice from Colbi or applicable taxing authority. Any fees or undisputed payments not paid when due will be subject to interest at the rate of 18% per annum.

7. Invoices. Following the service commencement date as defined in Exhibits, yearly recurring fees will be billed in advance of, or around the anniversary of, the Term.

8. Warranty Disclaimer. Colbi does not promise that the Services will be uninterrupted, error-free, or completely secure. Colbi does agree to provide fully functional software with 99.9% uptime commitment as described in Exhibits, excluding scheduled maintenance and updates (also as described in Exhibits). Customer acknowledges that there are risks inherent in Internet connectivity that could result in the loss of their data. Colbi agrees to backup Customer's data nightly. Colbi disclaims any and all warranties not expressly stated in this Agreement and Exhibits.

9. Limitations of Liability. In no event shall Colbi be liable for any lost revenue, lost profits, direct or indirect, special, incidental, consequential or punitive damages, however caused and under any theory of liability, whether in contract, tort (including negligence and strict liability) or otherwise, arising out of this agreement, even if advised of the possibility of such damages, and notwithstanding any failure of purpose of any limited

remedy. In no event shall Colbi be responsible for loss of data or records of Customer or any third party beyond the 30-day backup period included in the Services, unless Customer purchases extended backup. Customer shall be responsible for ensuring proper and adequate backup and storage of its data for any additional period. Except for claims based on Colbi's willful misconduct, the maximum aggregate liability of Colbi under any theory of law (including breach of contract, tort, and strict liability) shall not exceed one (1) times the yearly recurring service fees in effect for the Services at the time of the occurrence of the event(s) giving rise to the claim.

10. Indemnity

10.1 Indemnity by Colbi. Colbi shall defend Customer against any third-party claims arising out of (i) Colbi's actual or alleged gross negligence, willful misconduct, or violation of law (ii) any breach by Colbi of this Agreement, or (iii) a claim by a third party alleging that the Services infringe on any intellectual property of a third person, and indemnify Customer from the resulting losses, damages, and costs and expenses (including reasonable attorneys' fees) awarded to the third party by a court of competent jurisdiction or pursuant to a settlement agreement. Customer shall give prompt notice of any claim to Colbi. Colbi may settle, at its sole expense, any claim for which Colbi is responsible under this Section.

10.2 Termination for Infringement Claim. If Colbi or any of its customers is faced with a credible claim that the Services infringe on the intellectual property rights of a third party, and Colbi is not reasonably able to obtain the right to use the infringing element or modify the Services such that they do not infringe, then Colbi may terminate the Services on reasonable notice of at least 30 days, and will not have any liability on account of such termination except to refund amounts paid for Services not used as of the time of termination.

10.3 Indemnity by Customer. Customer shall defend Colbi against any third-party claims arising out of (i) any actual or alleged Customer negligence, willful misconduct, or violation of law, (ii) any breach by Customer of this Agreement, or (iii) any violation of Customer's agreement with Client or Users of the Services, and indemnify Colbi from the resulting damages. Colbi shall give prompt notice of any claim to Customer. Customer may settle, at its sole expense, any claim for which Customer is responsible under this section, subject to the reasonable approval of Colbi. Colbi may employ counsel at their own expense and participate in the defense and/or settlement. The foregoing indemnification obligation will not apply to claims that are finally adjudicated to have been primarily caused by the gross negligence or willful misconduct of Colbi.

11. Suspension of Services. Colbi may suspend Services without liability if: (i) there is an attack on servers providing Customer Services; (ii) Colbi reasonably believes that the suspension of Service is necessary to protect the Colbi network or other customers; or (iii) required by law. Colbi will give Customer advance notice of a suspension, if possible.

12. Term and Termination

12.1 Term. The initial term of this Agreement begins on the date set forth in Exhibits and continues for a one year period ("Initial Term"). This Agreement will continue for successive one-year periods ("Extended Term"), unless either party gives written notice of its intention not to renew at least 30 days in advance. There are a maximum of four (4) Extended Terms periods, at which point this Agreement may be renewed with written agreement of both parties.

12.2 Termination of Agreement. Colbi may terminate this Agreement prior to the expiration of the Term if Customer fails to pay any fee, charge or any other amount owed by Customer to Colbi within 15 days after Colbi notifies Customer that Customer is in default of this Agreement if Customer fails to cure the default within such 15-day period. Customer may terminate this Agreement if Colbi fails to cure any default of this Agreement within 30 days of written notice.

12.3 Effect of Termination or Expiration. Upon the termination or expiration of this Agreement, all licensed rights granted to Customer under paragraph 2 pursuant to this Agreement shall terminate immediately. Expiration or termination of this Agreement will not relieve Customer of its obligation to pay any undisputed fees or other undisputed payments that are due to Colbi. Notwithstanding anything to the contrary herein, the terms and conditions of paragraphs 8, 9, 10, 12, 13, and 15 shall survive and continue in full force and effect after expiration or termination of this Agreement.

13. Notices. All notices, requests, demands, and other communications made in connection with this


Agreement shall be in writing to the address set forth above and shall be deemed to have been duly given (a) on the date of delivery, if delivered by hand or express delivery service, or (b) by certified or registered mail, postage prepaid, return receipt requested

14. Force Majeure. Neither party will be liable to the other party for failure or delay in the performance of a required obligation if such failure or delay is caused by strike, riot, fire, flood, earthquake, civil unrest, interruption, error, or malfunction resulting from natural disaster; transportation problems; defects of third-party software, hardware, communications, or power supplies; actual or threatened war or terrorist acts; Acts of God; and other acts, events, or circumstances beyond its reasonable control.

15. General Provisions. This Agreement, together with the exhibits, constitutes the entire Agreement between the parties with respect to the subject matter and supersedes all other oral or written representations, understandings or agreements relating to the subject matter. This Agreement may be amended or modified only in writing and signed by both parties. Each party is an independent contractor and not an agent, partner, or representative of any other party. The rule of construction that ambiguities are to be resolved against the drafting party may not be employed in the interpretation of this Agreement. Neither party will assign any rights, under this Agreement without the prior written consent of the other party, except that Colbi may assign its rights, in the event of a sale of its business or assets. The waiver or failure of either party to exercise in any respect any right provided for in this Agreement will not be deemed a waiver of further rights under this Agreement. If any particular portion of this Agreement shall be adjudicated to be unenforceable, this Agreement shall not be deemed null and void and shall be deemed amended to delete therefrom the portion thus adjudicated to be unenforceable.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the day and year first hereinabove written.

Colbi Technologies, Inc.



Lettie Boggs, CEO

August 31, 2022
Date

01-0679534
Federal I.D.#

Lakeside Union School District

Name

Title

Date

EXHIBIT A
Quality BiddersSM Software Services

During the term of this Agreement, Colbi will provide Quality BiddersSM software services as described below. Services include the following:

Managed Services

- Provide standard on-line bidders questionnaire
- Monitor, manage, and remediate network and servers including administration infrastructure
- Site availability monitoring and remediation
- Data backup and recovery with 30-day retention
- Enforce commercially reasonable data security

Support Services

- Application updates to Quality BiddersSM
- Live phone support during normal business hours (Pacific Standard Time)¹.
- Support via the Colbi helpdesk is available 24/7, with response time to support requests by the next business day; reference below Classification and Resolution of Issues.
- Best Practice Advisories and Alerts

Fees for Services

- One-Time Implementation Fee: Waived
- CUPCCAA Only Annual Software Service Fee: \$2,500 per year
- CUPCCAA Review Service Fee (Optional): \$5,000.00 per year
 - Colbi will provide daily monitoring of CUPCCAA registration applications. Colbi will register contractors for Customer Informal bidding based on our ability to verify Contractor License and DIR registration. During the month of November, Colbi will mail out a written notice on behalf of the Customer, to construction trade journals designated by DIR for the District, inviting all licensed contractors to submit registration applications for inclusion on the Customer's CUPCCAA informal bidding list for the next year.

Service Commencement Date: _____

Availability

Colbi commits to 99.9% uptime and availability of Quality BiddersSM software (the "99.9% Uptime Commitment"), excluding scheduled maintenance and other occurrences not constituting Downtime (as defined below).

Classification and Resolution of Issues

Colbi will classify, respond to and resolve a reported technical issue (an "Issue") with Quality BiddersSM software that cannot be resolved immediately through phone support as follows:

- **Severity 1 Issues:** Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 1 Issues within two hours after receipt of notification and verification of the Issue.
 - Quality BiddersSM software down, or major portions of Services down, that impacts the availability of the software or has degraded the software performance resulting in the inability to effectively use the software, with no known workaround.
 - Security attack or threat, malware or virus that has circumvented Colbi's security procedures. Colbi will give the highest scheduling priority and devote its best available resources to respond to Severity 1 Issues within 15 minutes of notification.
- **Severity 2 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to respond to Severity 2 Issues within two hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 2 Issues within twenty-four hours after receipt of notification and verification of the Issue.
 - Non-critical software features or operations are not functioning correctly, but do not impact the entire software application or all users.
 - Provide (or remove) access for Customer authorized users, reset Customer account passwords, or unlock Customer accounts.
 - Emergency backup or backup restoration
- **Severity 3 Issues:** Colbi will give the next highest scheduling priority and devote its available resources to

¹ Excludes weekends and holidays.

respond to Severity 3 Issues within four hours of notification of the Issue. Colbi will devote commercially reasonable efforts to provide Issue resolution for Severity 3 Issues within one calendar week after receipt of notification and verification of the Issue. The above resolution times are estimates that may be impacted by a variety of variables beyond Colbi's control. Colbi strives to address every Issue with the goal of absolute responsiveness and the fastest path to resolution.

- Minor bug fixes.
- An incident with little impact on data or user experience and can be handled on a scheduled basis.
- Problems affecting small group of users.

Monitoring

In order to support the 99.9% Uptime Commitment as defined below, Colbi proactively monitors 24 hours a day, 7 days a week, 365 days a year all network devices, servers, storage, and hosted software for performance and availability. If any issues are detected, alerts are automatically dispatched to the Colbi Support Team.

Hours of Operation

- Standard Hours of Operation: 8:00 AM - 5:00 PM PST Monday - Friday (except holidays²)
 - During standard operating hours Colbi will respond to Severity 1, Severity 2 and Severity 3 Issues.
- After-Hours Operation: 5:00 PM - 8:00 AM Monday - Friday, weekends, and holidays⁵
 - Support during after-hours will be provided via an on-call system only for Severity 1 Issues. Response to such Severity 1 Issues may be delayed for up to 1 hour from the standard response time set forth above. Severity 2 and Severity 3 Issues will be responded to on the next business day.

Requesting Support

- Authorized Users may submit a support case, or issue, through the Colbi helpdesk by emailing to gbsupport@colbitech.com
 - Users should always include as much information as possible about their Issue to assist Support Technicians diagnose, prioritize, and resolve.
- Authorized Users may call 1-714-505-9544 to speak to a Support Technician during business hours.
 - Questions on how to use the software are answered quickly and may involve live on-screen assistance;
 - Any Issue not resolved during the phone call will be assigned a Support Case for Issue resolution.

Maintenance and Updates

High-quality service and availability requires Colbi to perform routine maintenance and updates on its infrastructure and software applications. While this work is performed, access to Quality BiddersSM may be suspended — suspension of access for scheduled maintenance and updates does not constitute "Downtime." Colbi's goal is to minimize the impact of downtime and potential outages on Customer. Unless Colbi is responding to an emergency situation, maintenance and upgrade activities will be conducted during scheduled maintenance periods. The Customer will be notified in advance in the event that maintenance and upgrade activities extend outside of scheduled maintenance periods. Scheduled Maintenance and Updates includes the following:

Service	Description	Suspension of Access	Scheduled Maintenance
Daily (Planned)	Routing maintenance and repairs, security updates, equipment replacement	0 hours	Monday – Saturday 10PM – 2AM PST
Minor (Planned)	Infrastructure maintenance, full backup and/or recoveries	Up to 4 hours	1 st and 3 rd Saturday 10PM – 2AM PST
Major (Planned)	Network & hardware upgrades, software & database updates, OS & application patching, performance testing & troubleshooting, changes to server configurations, and migrations	Up to 12 hours	3 rd Saturday 10PM Sat thru 10AM Sun PST

² Colbi observes the following holidays: New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Eve, Christmas, New Year's Eve. If a holiday falls on a weekend, an adjacent weekday is observed as a holiday.
Colbi Technologies, Inc.
#20190530