



Professional Services Agreement

This Agreement is entered into between the Alameda Unified School District (AUSD) and AMS.NET, LLC. DBA MGT Impact Solutions (CONTRACTOR). AUSD is authorized by Government Code Section 53060 to contract for the furnishing of special services and advice in financial, economic, account, engineering, legal, and administrative matters with persons specially trained, experienced, and competent to perform such services. CONTRACTOR is specially trained, experienced, and competent to provide such services. The parties agree as follows:

1. Services. The CONTRACTOR shall provide the following services (include full scope, location, & to whom services are provided):

CONTRACTOR shall provide the required materials, equipment, labor, and support services to install, maintain, repair, and consult on various technology systems District-wide for the Technology and Maintenance, Operations and Facilities departments as requested and proposed. Proposals to be submitted to accepted by AUSD for each project prior to the ordering of materials or start of services.

2. Term.

The term of this agreement shall be from 7/13/26 (or the day immediately following approval by the Superintendent or Assistant Superintendent(s) per (Education Code(s) §35161 and §17604) if the aggregate amount CONTRACTOR contracted with AUSD is below \$ 119,100; or, approval by the Board of Education if the total contract(s) exceeds \$ 119,100) to 6/30/27. The work shall be completed no later than 6/30/27.

3. Compensation.

This sum shall be for full performance of this Agreement and includes fees, costs, and expenses incurred by CONTRACTOR including, but not limited to labor, materials, taxes, profit, overhead, travel, insurance, subcontractor costs, and other costs.

Select one of the following:

- ☐ CONTRACTOR is providing services for a flat fee which shall not exceed \$_____.
- ☐ CONTRACTOR will be compensated at an hourly rate. CONTRACTOR will provide a maximum hours of _____ services at a rate of \$_____/hour for a total not to exceed \$_____.
- ☒ Other: Materials and labor not to exceed \$75,000.00

AUSD shall pay costs for the following equipment, materials or supplies used by CONTRACTOR in performing services: _____
which shall not exceed a total cost of \$_____.

Payment for the work shall be made for all undisputed amounts in monthly installment payments within forty-five (45) days after the CONTRACTOR submits an invoice to AUSD for work actually completed and after AUSD's written approval of the work, or the portion of the work for which payment is to be made.

The granting of any payment by AUSD or the recipient thereof by CONTRACTOR, shall in no way lessen the liability of CONTRACTOR to correct unsatisfactory work, although the unsatisfactory character of that work may not have been apparent or detected at the time a payment was made. Work, which does not conform to the requirements of this Agreement, may be rejected by AUSD and in that case must be replaced by CONTRACTOR without delay.

4. Strategic Alignment. Select one of the following:

☐ **School-based Agreements:** How does this service support academic goals and increase student achievement as described in the Board-approved School Site Plan? _____

☒ **Central Office Agreements:** How does this service support the overall strategic goals of the department and increase student achievement? Provide professional services to maintain and enhance systems that ensure operations, safety and security.

5. Conduct of Contractor.

CONTRACTOR will adhere to the following staff requirements and provide AUSD with evidence of staff qualifications as identified prior to commencing the work under this Agreement and consistent with invoicing requirements outlined in Section 8.

5.1 Tuberculosis Screening. Select one of the following:

- ☐ TB Clearance shall be provided to AUSD prior to starting work; or
- ☐ Records are already on file; or
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete TB testing and maintain such records; or

☒ **Waiver of TB Screening.** CONTRACTOR is not required to provide evidence of TB Clearance because CONTRACTOR will not work directly with students more than eight (8) hours in the contract term.

DM (CONTRACTOR initials)

RO (AUSD Representative Acknowledgement)

5.2 Fingerprinting of Employees and Agents. The fingerprinting and criminal background investigation requirements of Education Code Section 45125.1 apply to CONTRACTOR's services under this Agreement and CONTRACTOR certifies its compliance with these provisions as follows: "CONTRACTOR has complied with the fingerprinting and

criminal background investigation requirements of Education Code Section 45125.1 with respect to all CONTRACTOR's employees, subcontractors, agents, and subcontractors' employees or agents ("Employees") regardless of whether those Employees are paid or unpaid, concurrently employed by AUSD or acting as independent contractors of CONTRACTOR, who may have contact with AUSD pupils in the course of providing services pursuant to

the Agreement, and the California Department of Justice has determined that none of those Employees has been convicted of a felony, as that term is defined in Education Code Section 45122.1. CONTRACTOR further certifies that it

has received and reviewed fingerprint results for each of its Employees and CONTRACTOR has requested and reviewed subsequent arrest records for all Employees who may come into contact with AUSD pupils in providing services to the AUSD under this Agreement."

Fingerprinting of Employees and Agents. Select one of the following:

- ☒ Fingerprint Clearance will be completed through AUSD prior to starting work; or
- ☐ Records are already on file with AUSD; or.
- ☐ CONTRACTOR certifies that they require all employees or subcontractors to complete fingerprinting and maintain such records; or
- ☐ **Waiver of Fingerprint Requirement.** CONTRACTOR is not required to comply with section 5.2 as:
- ☐ CONTRACTOR staff will have no contact or interactions with students outside of the immediate and constant supervision and control of the pupil's parent or guardian or a school employee; or
- ☐ CONTRACTOR services under this Agreement shall be limited to construction, reconstruction, rehabilitation, or repair of a school facility, and CONTRACTOR'S employees shall have limited contact with students. Accordingly, the requirements of Education Code section 45125.2 shall not apply to services under this Agreement:

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

5.3 Mandated Reporter Compliance. Pursuant to the California Child Abuse and Neglect Reporting Act (California Penal Code sections 11164 et seq.), as amended, including by Senate Bill 848 (2025), CONTRACTOR acknowledges that CONTRACTOR and any of its employees, agents, subcontractors, or representatives whose duties require contact with or supervision of AUSD pupils are deemed mandated reporters under California law.

☐ **Independent Contractors, Sole Proprietors, and Single-Member LLCs**

If CONTRACTOR is an individual, sole proprietor, or single-member limited liability company, CONTRACTOR shall complete mandated reporter training that complies with Education Code section 44691 and Penal Code section 11165.7 prior to commencing any services under this Agreement and shall submit to AUSD a certificate of completion evidencing such training. CONTRACTOR shall complete mandated reporter training annually thereafter and provide updated proof upon request.

☐ **Agencies or Multi-Staffed Contractors**

If CONTRACTOR is a corporation, partnership, nonprofit organization, or other entity providing services through multiple personnel, CONTRACTOR may satisfy the requirement by certifying and affirming that all CONTRACTOR personnel assigned to AUSD sites who meet the definition of mandated reporters:

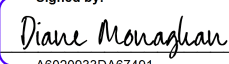
1. Have completed mandated reporter training compliant with Education Code section 44691 and Penal Code section 11165.7; and
2. Completed such training prior to commencing services.

CONTRACTOR certification (signature): _____

☒ **Waiver - NO Direct Contacts or Supervision of Pupils**

If CONTRACTOR certifies that neither CONTRACTOR nor any of its employees, agents, subcontractors, or representatives will have direct contact with or supervision of AUSD pupils, the mandated reporter training requirement may be waived. CONTRACTOR further certifies that its personnel will not access Student Data except as expressly authorized in writing by the District.

CONTRACTOR certification (signature): _____

Signed by:

A6020933DA67491...

This waiver is revocable at the District's sole discretion and is void upon any change in scope resulting in student contact or supervision, which CONTRACTOR shall report immediately

5.4 Removal of CONTRACTOR's Employee(s). In the event that AUSD, in its sole discretion, at any time during the term of this Agreement, desires the removal of any CONTRACTOR-related persons, employee, representative, or agent from an AUSD school site and/or property, CONTRACTOR shall immediately upon receiving notice from AUSD of such desire, cause the removal of such person or persons.

6. Insurance. The CONTRACTOR shall procure and maintain the following insurance coverage at all times. Failure to provide documentation or maintain coverage during the contract term will result in termination.

6.1 Workers' Compensation and Employers' Liability Insurance. Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services in conformance with the laws of the State of California and Federal laws when applicable. Workers' Compensation shall meet statutory requirements and Employers' Liability Insurance shall not be less than One Million Dollars (\$1,000,000) per occurrence.

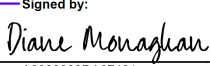
Select one of the following:

☒ The CONTRACTOR is aware of and in compliance of the provisions of Section 3700 of the Labor Code and will provide AUSD proof of coverage before commencing the performance of the work of this Agreement.

CONTRACTOR acknowledgment (signature):  A6020933DA67491...

☐ The CONTRACTOR is exempt from Workers' Compensation Requirements as a Sole proprietor or Independent Contractor with no employees.

6.2 General Liability and Automobile Liability Insurance. Commercial General Liability Insurance, and when applicable, Automobile Liability Insurance (Any Auto) that shall protect the CONTRACTOR and AUSD, from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising out of or from performing any portion of the Service with a minimum requirement of One Million Dollars (\$1,000,000) per occurrence. Certain professional services provided through this Agreement may require higher cover limits as determined by AUSD.

CONTRACTOR acknowledgment (signature):  A6020933DA67491...

6.3 Professional Liability Insurance. If CONTRACTOR is providing AUSD professional or advice or consultation for implementation under this Agreement, CONTRACTOR shall maintain errors and omissions insurance or professional liability insurance with coverage limits of One Million Dollars (\$1,000,000) per claim.

☐ **Waiver of Professional Liability Insurance.** CONTRACTOR is not required to maintain professional liability insurance due to the scope of services in this Agreement.

_____ (CONTRACTOR initials)

_____ (AUSD Representative Acknowledgement)

6.4 Proof of Carriage of Insurance. CONTRACTOR shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been provided to AUSD and approved by AUSD. Certificates and insurance policies shall include the following:

- (a) A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the AUSD, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."
- (b) An endorsement stating that the AUSD are named additional insureds under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that the Contractor's insurance policies shall be primary to any insurance or self-insurance maintained by the AUSD.
- (c) All policies shall be written on an occurrence form.
- (d) Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the AUSD.

7. **Notices.** All notices provided for under this Agreement shall be in writing and either personally delivered during normal business hours or sent by U.S. Mail (certified, return receipt requested) with postage prepaid to the other party at the address set forth below:

DISTRICT

Name: Odell-Kondo, Robyn
Title: Director of MIS
Address: 2060 Challenger Dr
Alameda CA 94501
Email: rodell@alamedaunified.org

CONTRACTOR

Name: Diane Monaghan
Title: Secretary
Address: 502 Commerce Way,
Livermore, CA 94551
Email: dmonaghan@mgt.us

Notice shall be effective when received if personally served or, if mailed, three days after mailing. Either party must give written notice of a change in address.

8. **Invoicing.** Invoices furnished by CONTRACTOR under this Agreement must be in a form acceptable to AUSD. All amounts paid by AUSD shall be subject to audit by AUSD. Invoices shall be emailed directly to accountspayable@alamedaunified.org or mailed to Attn: Accounts Payable at 2060 Challenger Drive, Alameda, CA 94501. Invoice shall include but not be limited to: consultant name, consultant address, invoice date, invoice sequence number, purchase order number, name of school or department service was provided to, period of service, number of hours of service, brief description of services provided, hourly rate, and total payment requested.
9. **Licenses and Permits.** CONTRACTOR shall obtain and keep in force all licenses, permits, and certificates necessary for the performance of this Agreement.
10. **Contractor Qualifications / Performance of Services.** CONTRACTOR is specially trained, experienced, competent and fully licensed to provide the Services required by this Agreement in conformity with the laws and regulations of the State of California, the United States of America, and all local laws, ordinances and regulations, as they may apply. CONTRACTOR represents that CONTRACTOR has the qualifications and ability to perform the Services in a professional manner, without the advice, control, or supervision of AUSD. Contractor's services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of its profession for services to California schools.
11. **Status of Contractor.** This is not an employment contract. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR certifies that s/he performs work that is outside the usual course of the AUSD's business. CONTRACTOR further certifies s/he is customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the work performed. CONTRACTOR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of AUSD, and are not entitled to benefits of any kind or nature normally provided employees of AUSD and/or to which AUSD's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. 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's employees. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of the work. AUSD's interest is only in the results obtained.
12. **Assignment.** The obligations of CONTRACTOR under this Agreement shall not be assigned by CONTRACTOR without the express prior written consent of AUSD.

- 13. Site Access/Security.** While providing services as set forth in this contract, it may be determined that keys are necessary for access or emergency response. In the event that keys are approved to be issued to the CONTRACTOR, the CONTRACTOR acknowledges and agrees to the responsibility of securely maintaining said keys. The CONTRACTORS' duty, along with its employees or subcontractors if applicable, is to ensure the keys are kept safe, used only for business purposes, and not misused (shared, duplicated, etc.). In the event of any lost or stolen keys, the organization must report the incident to the AUSD in no less than 24 hours. Furthermore, should any contractor be reassigned to another site or their contract with AUSD terminate or expire, all individuals must return all keys to the original issuer on their final day. The CONTRACTOR assumes all liability for re-keying costs at any AUSD school site associated with the use, loss, or failure to return AUSD keys, including the potential of reduced or withheld invoice payments if necessary.
- 14. Anti-Discrimination.** It is the policy of AUSD that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, color, ancestry, national origin, religious creed, physical disability, medical condition, marital status, sexual orientation, gender, or age and therefore the CONTRACTOR agrees to comply with applicable federal and California laws including, but not limited to, the California Fair Employment and Housing Act beginning with Government Code Section 12900 and Labor Code Section 1735 and AUSD policy. In addition, the CONTRACTOR agrees to require like compliance by all its subcontractors. Contractor shall not engage in unlawful discrimination in employment on the basis of actual or perceived race, color, national origin, ancestry, religion, age, marital status, pregnancy, physical or mental disability, medical condition, veteran status, gender, sex, or sexual orientation.
- 15. Drug -Free/Smoke Free Policy.** No drugs, alcohol, and/or smoking are allowed at any time in any buildings and/or grounds on AUSD property. No students, staff, visitors, CONTRACTORS, or subcontractors are to smoke or use drugs or alcohol on these sites.
- 16. Indemnification.** CONTRACTOR agrees to defend, indemnify and hold harmless AUSD, its Board, trustees, officers, agents, employees and volunteers from all claims, including active and passive claims, losses, costs, attorney fees and expenses arising out of any liability or claim of liability for personal injury, bodily injury to persons or death, contractual liability and damage to property sustained or claimed to have been sustained arising out of activities of the CONTRACTOR or its sub-Contractors, and any other person, firm or corporation furnishing or supplying services, materials or supplies in conjunction with the services of the CONTRACTOR, whether authorized by this Agreement or not. CONTRACTOR further agrees to waive all rights of subrogation against AUSD. The provisions of this article do not apply to any damage or losses caused solely by the negligence or willful misconduct of AUSD or any of its agents or employees.
- 17. Copyright/Trademark/Patent/Ownership.** CONTRACTOR understands and agrees that all matters produced under this Agreement shall become the property of AUSD and cannot be used without AUSD's express written permissions. AUSD shall have all rights, title, and interest in said matters, including the right to secure and maintain the copyright, trademark and/or patent of said matter in the name of AUSD. CONTRACTOR consents to use of CONTRACTOR's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium. These matters include, without limitation, drawings, plans, specifications, studies, reports, memoranda, computation sheets, the contents of computer diskettes, artwork copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes, or any other original works of authorships, or other documents prepared by CONTRACTOR or its subcontractors in connection with the Services performed under this Agreement. All works shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in those works are the property of AUSD.
- 18. Waiver.** No delay or omission by either party in exercising any right under this Agreement shall operate as a waiver of that or any other right or prevent a similar subsequent act from constituting a violation of the Agreement.

19. Termination. AUSD may at any time terminate this Agreement upon written notice to CONTRACTOR. AUSD shall compensate CONTRACTOR for services satisfactorily provided through the date of termination. In addition, AUSD may terminate this Agreement for cause should CONTRACTOR fail to perform any part of this Agreement. In the event of termination for cause, AUSD may secure the required services from another contractor. If the cost to AUSD exceeds the cost of providing the services pursuant to the Agreement, CONTRACTOR shall pay the additional cost.

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

21. AUSD's Evaluation of CONTRACTOR and CONTRACTOR's Employees and/or Subcontractors. AUSD may evaluate the CONTRACTOR's work in any way that AUSD is entitled to do so pursuant to applicable law. The AUSD's evaluation may include, without limitation:

- (a) Requesting that AUSD employee(s) evaluate the CONTRACTOR and the CONTRACTOR's employees and subcontractors and each of their performance.
- (b) Announced and unannounced observance of CONTRACTOR, CONTRACTOR's employee(s), and/or subcontractor.

22. Limitation of AUSD Liability. Other than as provided in this Agreement, AUSD's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall AUSD be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

23. Confidentiality. CONTRACTOR and all personnel designated by CONTRACTOR to perform under this Agreement shall maintain the confidentiality of all information received or accessed in the course of performing this Agreement, including Student Data and Confidential District Information. These obligations shall survive the expiration or termination of this Agreement. To the extent CONTRACTOR receives or accesses student data protected by the Family Educational Rights and Privacy Act("FERPA"), CONTRACTOR shall comply with FERPA and California Education Code section 49073, including but not limited to the following:

- (a) CONTRACTOR shall not use student data for any unauthorized purpose, transfer student data to any unauthorized third party, or sell, lease, or otherwise commercialize student data;
- (b) CONTRACTOR shall delete or otherwise securely dispose of student data in its possession or control upon completion or termination of services, in accordance with District direction; and
- (c) CONTRACTOR shall implement reasonable administrative, technical, and physical safeguards to protect student data and shall promptly notify the District of any unauthorized access, use, or disclosure.

The obligations in this Section are in addition to, and not in lieu of, the requirements set forth in Section 24. In the event of any conflict, the more restrictive provision shall apply.

24. Artificial Intelligence Use Prohibitions; Student Data and Confidential Information.

For purposes of this Section:

- (a) "Artificial Intelligence" or "AI" means, consistent with California Education Code section 33328.5, an engineered infer from the input it receives how to generate outputs that can influence physical or virtual environments, and includes without limitation generative AI, large language models, chatbots, automated transcription tools, AI note-taking tools, meeting assistants or bots, ambient listening tools, automated summarization tools, recommendation systems, automated scoring or classification tools, and similar features or services.
- (b) "Student Data" means any information directly related to an identifiable student, or reasonably linkable to a specific student, whether or not already included in an official education record, including without limitation pupil records,

education records, personally identifiable information, indirect identifiers, demographic and enrollment data, attendance, academic performance, program participation, evaluation and assessment data, behavioral or disciplinary information, disability-related information, Section 504 information, IEP information, health or mental health information, communications regarding a student, observations, notes, audio, video, photographs, screenshots, transcripts, prompts, outputs, summaries, metadata, and derived materials.

(c) “Confidential District Information” means any nonpublic information disclosed to or obtained by the Contractor in connection with this Agreement, including student information, personnel matters, investigations, legal advice, security information, and other confidential operational information of the District.

This Section applies to any CONTRACTOR that may access Student Data, directly interact with students, or participate in meetings or communications in which Student Data or Confidential District Information may be discussed.

24.1 Prohibition on AI Use Involving Student Data. The CONTRACTOR shall not input, upload, transmit, disclose, submit, store, process, summarize, analyze, interpret, or otherwise interact with any Student Data using any AI tool or system. If any task, service, deliverable, communication, or workflow involves or may involve Student Data, the CONTRACTOR shall not use AI in any manner in connection with that task, service, deliverable, communication, or workflow. This prohibition applies regardless of whether the data has been anonymized, pseudonymized, redacted, aggregated, or otherwise de-identified, and regardless of any representation by an AI provider concerning privacy, security, retention, or legal compliance.

24.2 No Outsourcing or Delegation to AI. The CONTRACTOR shall not outsource, delegate, assign, or defer any portion of its contractual duties, professional judgment, decision-making authority, observations, analyses, impressions, evaluations, recommendations, reports, or deliverables to AI. AI shall not be used as a substitute for human analysis or judgment, as a drafting, redrafting, or review authority for work involving Student Data, or as an independent reviewer.

24.3 Accuracy and Responsibility. If the District expressly authorizes any AI use in writing in a context not otherwise prohibited by this Agreement, the CONTRACTOR remains solely and fully responsible for the accuracy, completeness, legality, and compliance of all work. Use of AI does not reduce, limit, or transfer the CONTRACTOR’S obligations or liability under this Agreement.

24.4 Prohibition on Recording, Transcription, and Note-Taking Technologies. Unless the District provides prior case-specific written authorization and all legally required consents have been obtained, the CONTRACTOR shall not create, permit, or use any audio recording, video recording, photograph, screen capture, transcript, meeting bot, ambient listening tool, AI-generated summary, or other recording, transcription, summarization, or note-taking technology in any student interaction, observation, interview, evaluation, counseling or therapy session, classroom observation, meeting, or communication involving Student Data or Confidential District Information, whether conducted in person, virtually, or in a hybrid format. This prohibition applies to all automated, semi-automated, AI-enabled, and non-AI tools, including device-based features and third-party services. Generic software notices, platform defaults, or implied consent shall not satisfy this requirement.

24.5 Manual Notes. Nothing in Section 24.4 prohibits contemporaneous manual, human-authored note-taking by authorized CONTRACTOR personnel where reasonably necessary to perform the Services, provided such notes are limited to the minimum necessary, treated as Student Data or Confidential District Information as applicable, not shared except as permitted by this Agreement or applicable law, and retained, returned, or destroyed in accordance with this Agreement and District direction.

24.6 No Circumvention; No Unapproved Feature Changes; Flow-Down. The CONTRACTOR shall not attempt to circumvent these restrictions through redaction, pseudonymization, data transformation, screenshots, copying into prompts, use of intermediaries, personal accounts, subcontractors, third-party services, or any other means. The CONTRACTOR shall not enable, substitute, or materially change any AI-enabled feature, workflow, or third-party service used in connection with the Services without prior written District approval. The CONTRACTOR shall bind its employees, agents, subcontractors, affiliates, temporary staff, and third-party providers to the requirements of this Section and remain fully responsible for their compliance.

24.7 Incident Notification and Response. If any prohibited or unauthorized recording, transcription, AI processing, upload, disclosure, retention, or access involving Student Data or Confidential District Information occurs or is reasonably suspected to have occurred, the CONTRACTOR shall notify the District in writing no later than twenty-four (24) hours after discovery, including the nature of the incident, the information involved, the date(s) of occurrence and discovery, the systems or tools involved, and the mitigation steps taken or proposed. The CONTRACTOR shall immediately cease and contain the activity, disable the relevant feature or service, preserve logs and evidence reasonably necessary for the District’s investigation, take all commercially reasonable steps to retrieve, delete, or disable retention of any affected data, prompts, outputs,

summaries, recordings, transcripts, or derived materials from its systems and from any third-party provider to the fullest extent technically feasible, and cooperate fully with District investigation, notification, remediation, and corrective actions. Upon request, the CONTRACTOR shall provide written certification of the actions taken under this subsection.

24.8 Material Breach and Remedies. Any violation of this Section shall constitute a material breach of this Agreement. In addition to any other rights or remedies available to the District, the District may, in its sole discretion, require immediate cessation of the prohibited practice, reject or require reperformance of deliverables at no additional cost, require return or deletion of data, withhold payment, suspend access, and/or terminate this Agreement for cause. Where applicable, nothing in this Section limits any notice or cure procedures required by law or by any incorporated data privacy agreement.

24.9 Conflicts; Survival. In the event of any conflict between this Section and any data privacy agreement, data processing addendum, or similar agreement, the more restrictive provision shall control. The obligations in this Section shall survive expiration or termination of the Agreement for so long as the CONTRACTOR possesses or controls Student Data or Confidential District Information.

25. Conflict of Interest. CONTRACTOR shall abide by and be subject to all applicable AUSD policies, regulations, statutes or other laws regarding conflict of interest. CONTRACTOR shall not hire any officer or employee of AUSD to perform any service by this Agreement. CONTRACTOR affirms to the best of his/her/its knowledge, there exists no actual or potential conflict of interest between CONTRACTOR's family, business or financial interest and the services provided under this Agreement. In the event of change in either private interest or services under this Agreement, any question regarding possible conflict of interest which may arise as a result of such change will be brought to AUSD's attention in writing. Through its execution of this Agreement, CONTRACTOR acknowledges that it is familiar with the provisions of Section 1090 et seq. and Section 87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions. In the event CONTRACTOR receives any information subsequent to execution of this Agreement, which might constitute a violation of said provisions, CONTRACTOR agrees it shall notify AUSD of this information.

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

27. Litigation. This Agreement shall be performed in Alameda, California and is governed by the laws of the State of California. The Alameda County Superior Court shall have jurisdiction over any state court litigation initiated to enforce or interpret this Agreement. If litigation is initiated, the prevailing party shall be entitled to reasonable attorney fees and costs.

28. Agreement Contingent on Governing Board Approval. The AUSD shall not be bound by the terms of this Agreement until it has been formally approved or ratified by the AUSD's Governing Board, and/or Executive Cabinet as its designee, and no payment shall be owed or made to CONTRACTOR absent formal approval.

29. Counterparts. This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document. The Recitals and each Exhibit attached hereto are hereby incorporated herein by reference.

30. Contract Publicly Posted. This contract, its contents, and all incorporated documents are public documents and will be made available by AUSD to the public when required or requested.

31. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. CONTRACTOR certifies to the best of his/her/its knowledge and belief, that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency according to Federal Acquisition Regulation Subpart 9.4, and by signing this contract, certifies that this vendor does not appear on the Excluded Parties List.

32. Force Majeure. At the AUSD's discretion, the Parties shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, war, riot, civil disturbance, terrorism, epidemic, quarantine/shelter in place order, strike, lockout, labor dispute, or any other occurrence which is beyond the control of the parties, when evidence thereof is presented to the other party. The AUSD shall not be responsible for any costs associated with this Agreement while performance is so excused.

33. Other. Additional terms attached or edits to must be approved by AUSD.

I. SITE

CONTRACTOR

Print Name & Title: Diane Monaghan

Secretary

Authorized Signature: _____

Signed by:

Diane Monaghan
A6020933DA67491...

Date: 8/5/2026

SOURCE OF FUNDS (check appropriate):

Unrestricted Funds ☒

Restricted Funds ☒

Budget Code(s): 01-0000-0-0000-7700-5800-075-75-0000; 01-8150-0-0000-8500-6200-077-77-0000

- ☐ Superintendent, Pasquale Scuderi
- ☐ Assistant Superintendent of Human Resources, Tim Erwin
- ☐ Assistant Superintendent of Educational Services, Kirsten Zazo
- ☒ Assistant Superintendent of Business Services, Shariq Khan

Signed by:

Shariq Khan
AF76BF53178424B1...

Signature of Superintendent or Assistant Superintendent

8/13/2026

Date

BOE Approval Required for Contracts Equal To Or Greater Than \$119,100:

Signature of President, Board of Education

Date

Signature of Secretary, Board of Education

Date