INDEPENDENT CONSULTANT AGREEMENT
FOR SPECIAL SERVICES TO BE PROVIDED BY BCOE

This Independent Consultant Agreement for Special Services ("Agreement") is made as of “July 5th, 2023”, between the Butte County Office of Education ("BCOE") and "Nord Country School" ("Client") (together, "Parties").

WHEREAS, the Client is authorized to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, or administrative matters, if those persons are specially trained and competent to perform the special services required, and the Client has determined the BCOE to be specially trained and competent to perform the special services required under this Agreement.

1. **Services.** The BCOE shall furnish to the Client the services as described in EXHIBIT “A” attached hereto and incorporated herein by this reference ("Services").

2. **Term.** BCOE shall commence providing Services under this Agreement upon execution of the Agreement by both parties, and will diligently perform such Services as required. The term for Services and schedule to provide Services shall be in accordance with the schedule included in EXHIBIT “B”;

3. **Compensation.** BCOE compensation from the Client shall be as set forth in EXHIBIT “B” as the proposed fee for Services.

4. **Expenses.** BCOE shall be paid any additional costs or expenses incurred by BCOE in performing Services for Client.

5. **Independent Contractor.** BCOE, in the performance of this Agreement, shall be and act as an independent contractor.

6. **Materials.** Client shall furnish, and pay for all labor, materials, equipment, supplies and other items necessary for BCOE to complete the Services to be provided pursuant to this Agreement.

7. **Termination.** BCOE may, at any time, with or without reason, terminate this Agreement with thirty (30) days written notice, and be compensated by Client for Services rendered up to the date of termination (i.e., BCOE will be compensated by Client for Services completed to date as a pro-rata amount of the full fees, costs, and expenses).

8. **Indemnification.** To the furthest extent permitted by California law, Client shall, at its sole expense, defend, indemnify, and hold harmless the BCOE, the State of California, and their agents, representatives, officers, employees, trustees, and volunteers (the "indemnified parties") from any and all demands, losses, liabilities, claims, suits, and actions (the “claims”) of any kind, nature, and description, including, but not limited to, personal injury, death, property damage, and consultants and/or attorneys fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Agreement or from any activity, work, or thing done, permitted, or suffered by the Client under or in conjunction with this Agreement, unless the claims are caused wholly by the sole negligence or willful misconduct of the indemnified parties. The BCOE shall have the right to accept or reject any legal representation that Client proposes to defend the indemnified parties.
9. **Insurance.**

9.1. The BCOE shall procure and maintain at all times it performs any portion of the Services its applicable forms of insurance.

10. **Assignment.** The obligations of the Client pursuant to this Agreement shall not be assigned by the Client.

11. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

   If to BCOE:       If to Client:

   BUTTE COUNTY OFFICE OF EDUCATION       NORD COUNTRY SCHOOL
   1859 Bird Street                        5553 California Street
   Oroville, CA 95965                     Chico, CA 95973
   FAX:                                   FAX:
   ATTN: Mary Sakuma                      ATTN: Kathy Dahlgren

   Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

12. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorneys’ fees.

13. **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.

14. **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. This Agreement is not valid until approved/ratified by the BCOE’s governing board. Services shall not be rendered until Agreement is approved or ratified.

15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Butte County, California.

16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement 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.

18. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

19. **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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the dates indicated below.

**BCOE:**

Dated: ________________, 2023

**Client:**

Dated: ________________, 2023

**BUTTE COUNTY OFFICE OF EDUCATION**

By: __________________________

Print Name: ____________________

Title: Mary Sakuma

**NORD COUNTRY SCHOOL**

By: __________________________

Print Name: ____________________

Title: __________________________
EXHIBIT “A”

Scope of Services

Butte County Office of Education (BCOE) will provide Virtual Server hosting service to Nord Country School. The Services provided for the school under this agreement are for the virtual server hosting, backups, monitoring, and support. This service is available to Nord Country School.

Specific services to be provided include:
1. Virtual hosting services in accordance with industry best practices
2. Virtual Hardware and VMware support
3. Virtual VM backups
4. Monitoring of the VM Guest(s)

Services Not Included
The following services are not included with our hosting service:
• Cost for software and licenses
• Server maintenance
• Code development
• Debugging software
• Performing system administration tasks
• Managing, configuring and maintaining virtual server (Guest) operating systems
• Configuration and or management of server applications
• Support for LAN based items (Switches, Access points, Printers/copiers, etc.)
• Internal cabling, IDF/MDF maintenance

Customer Responsibilities
• Must have an existing WAN Services Agreement
• Perform regular (Quarterly or less) server maintenance which includes patch management and application updates
• Patch known operating system vulnerabilities within 60 days of an exploit being announced on the international Common Vulnerabilities and Exposers (CVE.org) Website
• Only install supported Microsoft Server Operating Systems
• Decommission of end-of-life or end-of-support server platforms prior to the end-of-life period
• Must have at least 500MB of dedicated bandwidth
• Submit a request by phone or email to the ITS Service Desk for any Information Technology related services requests
• Designate a point of contact(s) responsible for submitting IT related work requests
• Must pay invoices within two weeks of receiving

SLA – Service Level Agreement
• BCOE will acknowledge voice or email inquiries regarding virtual hosting support requests within 4 hours, during support hours. (Monday through Friday 8am to 4:30pm excluding holidays)
• Response to service interruptions will include voice, email, SMS, or physical response, depending on the severity of the issue
• Technical support may include remote, telephone or in-person support
• Maintenance may need to be performed occasionally on ESX physical hosts or network equipment for software upgrades, hardware upgrades, and patches
• BCOE will provide at least 1 week notice for planned scheduled maintenance that creates a service interruption
EXHIBIT “B”

Fee Schedule

Terms of Agreement

- The contract term for virtual server hosting services will be one (1) year
- The term of this contract is for one (1) year, effective 9/1/2023 through 8/31/2024
- The annual cost for virtual server hosting is $2200.00. ($550 billed quarterly)
- Additional servers may be added once agreed upon by both parties
- If virtual server specifications change, the annual rate will adjust accordingly
- Customer must adhere to the Customer’s Responsibilities section in order to stay in compliance with hosting requirements
- Attachment A includes the servers included in the virtual server hosting service

Attachment A

<table>
<thead>
<tr>
<th>#</th>
<th>Server Name</th>
<th>Supported Days</th>
<th>Disk Size</th>
<th>vCPU’s</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>NCS-DC2</td>
<td>365</td>
<td>50GB</td>
<td>1</td>
</tr>
<tr>
<td>2</td>
<td>NCS-FP1</td>
<td>365</td>
<td>370GB</td>
<td>1</td>
</tr>
</tbody>
</table>

*Hosting fee is based on two servers and price will vary if servers are added or removed.

Virtual Machine Hosting Services Waiver:
BCOE will use and maintain appropriate daily backups of your Virtual Servers within the BCOE Datacenter. Although routine maintenance of backups and reports are heavily monitored, BCOE cannot be held responsible for any data loss, alteration, corruption of any software, data or files. This also includes data corruption due to database problems, lapse in time from a previous restore point, software bugs, hardware failures, malicious attacks, or natural disaster.