

Tulare County Office of Education

Tim A. Hire, County Superintendent of Schools

PO#: 231659

TULARE COUNTY SUPERINTENDENT OF SCHOOLS

AND

Hatching Results, LLC

AMENDMENT TO AGREEMENT

THIS AMENDMENT TO AGREEMENT is entered into as of 7/1/2022 between TULARE COUNTY SUPERINTENDENT OF SCHOOLS, referred to as SUPERINTENDENT, and Hatching Results, LLC, referred to as CONTRACTOR, with reference to the following:

- A. The parties entered into an Agreement on 07/01/2022 to 06/30/2023.
- B. The parties now desire to amend the fees of the existing contract.

ACCORDINGLY, IT IS AGREED:

The fees will be increased by \$4,500. The fee schedule has been updated to include four quarterly installments of \$18,250. Therefore, we are requesting the additional service amount be added to the existing contract for fiscal year 2022-2023; the total contract shall not exceed \$73,000.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

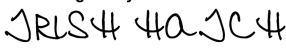
TULARE COUNTY SUPERINTENDENT OF SCHOOLS

Date: 8/30/2022

By , Deputy
Tulare County Superintendent of Schools
"SUPERINTENDENT"

Hatching Results, LLC

Date: 8/30/2022

By 
"CONTRACTOR"

Budget Number:

010-58310-1-49000-40000-5800-000-00-0000 – 100% of fee increase

Program Contact Person:

Samantha Tate/ Caroline Koontz

Amendment 8.10.22

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:
(Please provide a detailed description of services and deliverables to be provided by contractor.)

- 3 Virtual Counselor Network Meetings
- 2 Full In-Person Days of Professional Learning
- 6 Virtual Consultation Hours with 1 PL specialist and CVNIC CR leadership
- 6 Virtual Consultation Hours for attendance and participation at three network meetings
- 28 virtual coaching hours for Network and site support

See the attachment from Hatching Results for more details.

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:
(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide facilities and coordinate participant attendance.

3. FEE SCHEDULE:

The Contract Total for Services to be provided shall not exceed \$73,000 including contractor travel or other expenses.

Four equal quarterly installments of \$18,250

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

ORIGINAL

EXHIBIT A

SCOPE OF SERVICES

1. RESPONSIBILITIES OF CONTRACTOR:

(Please provide a detailed description of services and deliverables to be provided by contractor.)

- 3 Virtual Counselor Network Meetings
- 2 Full In-Person Days of Professional Learning
- 6 Virtual Consultation Hours with 1 PL specialist and CVNIC CR leadership
- 28 virtual coaching hours for Network and site support

See the attachment from Hatching Results for more details.

2. RESPONSIBILITIES OF SUPERINTENDENT PROVIDED BY COUNTY OFFICE OF EDUCATION:

(Please provide a list of things Tulare County Office of Education will furnish, i.e., a room for a presentation, AV equipment, etc.)

Superintendent will provide facilities and coordinate participant attendance.

3. FEE SCHEDULE:

The Contract Total for Services to be provided shall not exceed \$68,500 including contractor travel or other expenses.

Four equal quarterly installments of \$17,125:

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

Prior to payment, contractor shall submit an invoice (containing name, address, tax identification number, and amount of payment) which must be signed by the manager requesting the services to certify that services have been performed in accordance with this agreement. Unless other payment terms are specified on the fee schedule, payment terms are net 30 days from the date of receipt of correct and proper invoices.

Payment will be by the job or day unless specified otherwise in a fee schedule attached to this document.

Service Plan Costs

The following pricing structure is unique to your county and the scope of work indicated. Costs are inclusive of travel costs where applicable, time for preparation, planning, and delivery of services by two Professional Learning Specialists (unless otherwise specified in the table below) as well as online access to training materials and resources. For scheduling, please plan for a full day of direct service wherever possible. **NOTE: Pricing is subject to change. This proposal is valid for 60 days from this date.**

PROPOSED SERVICE PLAN SY22-23	
Professional Learning (PL)	3 Virtual Counselor Network Meetings (up to 1 hour each)
	2 Full In-Person Days of Professional Learning with Tulare & Kings Counties Counselors and CVNIC Network Counselors and Coaches. Includes 2 PL Specialists, an hour of pre-training consultation, "toolkit" slide presentations, "action period" activities, evaluation, and follow up reports. Inclusive of preparation and travel expenses.
Consultation & Coaching	6 Virtual Consultation Hours w/ 1 PL Specialist and CVNIC leadership to support the Network progress and goals, prep for PD, and/or debrief.
	6 Virtual Consultation Hours w/ 1 PL Specialist for attendance and participation at 3 CVNIC Network meetings.
	28 Virtual Coaching Hours (to be scheduled in full days to the extent possible) with 2 PL Specialists which can be used by CVNIC partners, site teams, and/or administrators to check-in on progress in between PDs and provide site-specific support.
Cost Per Academic Year: \$73,000	

The professional learning service plan proposed here can be further customized to meet your needs and budget simply by increasing/decreasing the amount of professional learning and consultation provided or adding other services. View the **Overview of Services Guide** [here](#), the **Overview of RAMP Support Services** [here](#), and the **Overview of Antiracist Professional Learning** [here](#).

Proposed Fee Schedule

Four equal quarterly installments of \$18,250:

- September 1, 2022
- December 1, 2022
- March 1, 2023
- June 1, 2023

We look forward to working with you and supporting your efforts to improve the delivery of data-driven, comprehensive school counseling programs in your schools. If you have questions on this proposal or wish to proceed with discussing a contract, contact Lisa De Gregorio, Director of Operations, at your convenience at office@hatchingresults.com or (707) 497-4395. To further discuss a service plan, please contact the Lead Professional Learning Specialist or Whitney Triplett, Executive Director of Professional Learning, at whitney@hatchingresults.com.

HATCHING RESULTS® PROPOSAL FOR SERVICES 2022-2023

Tulare County Office of Education, CA - "CVNIC"



Prepared By: Terri Tchorzynski, Director of Professional Learning &
Whitney Triplett, Executive Director of Professional Learning
March 4, 2022 | Revised August 3, 2022

Thank you for your continued interest in Hatching Results and investment in improving school counseling programs! The work of designing a comprehensive data-driven school counseling program requires an intensive commitment of time and talent. Hatching Results is the [premier organization](#) for designing and delivering high-quality, evidence-based professional learning for school counselors and administrators on the school counselors' role in a multi-tiered system of supports, the use of data to drive and evaluate the counseling program, conducting root-cause analysis, the delivery of evidence-based, tiered interventions, and establishing effective district-wide systems and leadership practices. Learn more about our team of Professional Learning Specialists [here](#).

School counselors are uniquely trained to work within a framework of a [multi-tiered system of supports](#) that is inclusive of their role in students' academic, college and career, and social-emotional development. School counselors support the needs of ALL students, focusing on special populations and collaborating with teachers to mitigate learning loss among students by conducting assessment and evidence-based activities, improving student engagement, and supporting family and community engagement. Their services assist students who are experiencing trauma, mental/emotional unwellness, academic challenge, and postsecondary planning struggles.

Professional Learning Outcomes

Typically, full implementation of a school counseling program aligned with the [ASCA National Model](#), a Multi-Tiered, Multi-Domain System of Supports, the use of data, and evidenced-based practices takes a minimum of three years. Our evaluation process will contribute to future professional learning recommendations and guide the implementation of the service plan throughout. We will continue to create measurable objectives, determine intervention strategies, and clearly define measurable outcomes together.

By the end of the professional learning series, participants will be able to:

- Service students and families more proactively and efficiently through a multi-tiered system of supports
- Utilize more specific data to drive their program, curriculum, and interventions
- Build a robust school counseling curriculum that aligns with state and national standards and student competencies
- Experience greater consistency and equity in access between and among schools within the district in what students receive from the school counseling program
- Witness more legitimacy and understanding of the role of school counselors through the evaluation of outcomes and shared school counseling program results

Service Plan Proposal

The service proposal for the next academic year that follows has been drafted based on our understanding about desired objectives and our recommendations for continuation. It can be modified to meet the challenges of these uncertain times or budget parameters. Fees are related to the level of direct services provided by Hatching Results, the number of participants, and level of data analysis and reporting. Our solutions can be funded through ESSER to help your district maintain a high-quality learning environment to mitigate learning loss as a result of COVID-19. Learn more about what's available for TK-12 schools [HERE](#).

PO#: 231659

PO Req#: 232064

Vendor #: 86391

TULARE COUNTY SUPERINTENDENT OF SCHOOLS INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT

This INDEPENDENT CONTRACTOR SPECIAL SERVICES AGREEMENT ("Agreement") is made and entered into, effective 7/1/2022 (the "Effective Date"), by and between the Tulare County Superintendent of Schools ("SUPERINTENDENT") and Hatching Results, LLC ("CONTRACTOR"), with reference to the following:

A. SUPERINTENDENT requires consulting services to develop:

Consultant to support the Network aims and will facilitate a professional learning series.

B. CONTRACTOR is specially trained, experienced and competent in the field of:

Leadership, training, and consultation to improve school counseling for K-12 outcomes.

C. Government Code section 53060 and Education Code section 35160 authorizes SUPERINTENDENT to contract with persons who are specially trained and experienced and competent to perform special services.

D. SUPERINTENDENT wishes to hire CONTRACTOR as an independent contractor pursuant to the authority of Government Code section 53060 and Education Code section 35160.

E. Grant Funded

☒ Yes, Grant Name: Bill and Melinda Gates Foundation NSI Network

Grant Type: _____

☐ No

F. Pursuant to Education Code section:

☐ 45103.1(b)(1), the contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.

☒ 45103.1(b)(2), the services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.

☐ 45103.1(b)(3), the services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.

☐ 45103.1(b)(4), the policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.

- ☐ 45103.1(b)(5), the nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work.
- ☐ 45103.1(b)(6), the contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- ☐ 45103.1(b)(7), the services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

ACCORDINGLY, IT IS AGREED:

1. **Contractor Services.** CONTRACTOR shall provide services ("Services"), as set forth in Exhibit A, entitled "Scope of Services," which exhibit is made part of this Agreement by reference.
2. **Contractor Qualifications.** CONTRACTOR represents and warrants to SUPERINTENDENT that CONTRACTOR, and all of CONTRACTOR's employees, agents or volunteers (the "CONTRACTOR Parties"), have in effect and shall maintain in full force throughout the term of this Agreement all licenses, credentials, permits and any other qualifications required by law to perform the Services and to fully and faithfully satisfy all of the terms set forth in this Agreement. CONTRACTOR, and any CONTRACTOR Parties, performing services shall be competent to perform those services.
3. **Term.** This Agreement shall begin on 7/1/2022, and shall terminate upon completion of the Services, but no later than 6/30/2023 ("Term"), except as otherwise stated in **Paragraph 4** below. There shall be no extension of the Term of this Agreement without the express written consent of all parties. Written notice by the SUPERINTENDENT or designee shall be sufficient to stop further performance of the Services by CONTRACTOR, or the CONTRACTOR Parties. In the event of early termination, CONTRACTOR shall be paid for satisfactory Services performed to the date of termination. Upon payment by SUPERINTENDENT, SUPERINTENDENT shall be under no further obligation to CONTRACTOR, monetarily or otherwise, and SUPERINTENDENT may proceed with the work in any manner SUPERINTENDENT deems proper.
4. **Termination.** SUPERINTENDENT may terminate this Agreement at any time by giving thirty (30) days advance written notice to CONTRACTOR. Notwithstanding the foregoing, SUPERINTENDENT may immediately terminate this Agreement at any time by service of written notice to CONTRACTOR:
 - a. if CONTRACTOR materially breaches any of the terms of this Agreement,
 - b. if any act or omission of CONTRACTOR or the CONTRACTOR Parties exposes SUPERINTENDENT to potential liability or may cause an increase in SUPERINTENDENT's insurance premiums,
 - c. CONTRACTOR is adjudged as bankrupt,
 - d. CONTRACTOR makes a general assignment for the benefit of creditors, or a receiver is appointed because of CONTRACTOR's insolvency.
5. **Cost of Services.** For services rendered, CONTRACTOR shall be paid according to the fee schedule set forth in Exhibit B, entitled "Fee Schedule," which exhibit is made part of this Agreement by reference. The total amount payable to CONTRACTOR shall not exceed the sum of \$ 17,125.00.

6. Method and Conditions of Payment

- a. CONTRACTOR shall provide an invoice for services to SUPERINTENDENT. SUPERINTENDENT, according to the fee schedule set forth in Exhibit B, shall provide and file IRS form 1099 to report CONTRACTOR'S calendar year earnings.
- b. The payment of compensation for work performed is conditioned upon receipt from CONTRACTOR of any and all plans, specifications and estimates, and other documents prepared by CONTRACTOR in accordance with this Agreement.

7. Headings. Section headings are provided for organizational purposes only, and do not in any manner affect the scope, meaning, or intent of the provisions under the headings.

8. Indemnity. CONTRACTOR shall defend, indemnify, and hold harmless SUPERINTENDENT and its agents, representatives, officers, consultants, employees, and the Tulare County Board of Education (individually and collectively, the "SUPERINTENDENT Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs, including fees of consultants) of any kind, nature and description (collectively, the "Claims"), directly or indirectly arising out of or connected with, the performance by CONTRACTOR, the CONTRACTOR Parties or their respective agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees in the performance of or failure to perform CONTRACTOR's obligations under this Agreement, including, but not limited to CONTRACTOR's or the CONTRACTOR Parties' performance of the Services, CONTRACTOR's or the CONTRACTOR Parties' breach of any of the representations or warranties contained in this Agreement, or for injury to persons or damage to property or delay or damage to the SUPERINTENDENT or the SUPERINTENDENT Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. CONTRACTOR's defense and indemnity obligations under this section shall arise immediately upon the filing and/or service of any claim or action against SUPERINTENDENT arising under this Agreement, and shall extend to all such claims or actions except those based on the sole negligence or willful misconduct of SUPERINTENDENT. The indemnification provided for in this section also includes any claims that may be made against the SUPERINTENDENT by any taxing authority asserting that an employer-employee relationship exists by reason of this agreement, and any claims made against SUPERINTENDENT alleging civil rights violations by CONTRACTOR under the California Fair Employment and Housing Act or similar administrative body. This indemnification obligation shall continue beyond the Term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

9. Construction. This Agreement reflects the contributions of both parties and accordingly, the provisions of California Civil Code § 1654 will not apply to address and interpret any uncertainty.

10. Insurance. Prior to approval of this Agreement by SUPERINTENDENT, CONTRACTOR shall file with the SUPERINTENDENT evidence of the required insurance as set forth in Exhibit C, entitled "Insurance Requirements," which exhibit is made part of this Agreement by reference.

11. Independent Contractor Status. CONTRACTOR, in the performance of this Agreement, shall be and act as an independent contractor. CONTRACTOR understands and agrees that CONTRACTOR and the CONTRACTOR Parties shall not be considered officers, employees, agents, partners, or joint venturers of SUPERINTENDENT, and are not entitled to benefits of any kind or nature provided to employees of SUPERINTENDENT, and/or to which SUPERINTENDENT's employees are entitled. CONTRACTOR

agrees to advise everyone it designates or hires to perform any duty under this Agreement, that they are not employees of SUPERINTENDENT.

12. **Taxes.** All payments made by SUPERINTENDENT to CONTRACTOR pursuant to this Agreement shall be reported to the applicable federal and state taxing authorities as required. SUPERINTENDENT will not withhold any money from fees payable to CONTRACTOR, including FICA (social security), state or federal unemployment insurance contributions, or state or federal income tax or disability insurance. CONTRACTOR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CONTRACTOR and the CONTRACTOR Parties and otherwise in connection with this Agreement.

13. **Fingerprinting/Criminal Background Investigation Certification.** CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the fingerprinting and criminal background investigation requirements of the California Education Code ("Education Code") section 45125.1. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

☒ A. CONTRACTOR and the CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement.

☐ B. CONTRACTOR and the CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT) with SUPERINTENDENT students at all times during the Term of this Agreement. [Attach and sign additional pages, as needed.]

☐ C. The following CONTRACTOR and CONTRACTOR Parties have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement. [Attach and sign additional pages, as needed.]

☐ D. (Required only if Box 13.C is checked.) All of the CONTRACTOR and CONTRACTOR Parties noted above, at no cost to SUPERINTENDENT, have completed background checks and have been fingerprinted under procedures established by the California Department of Justice and the Federal Bureau of Investigation, and the results of those background checks and fingerprints reveal that none of these CONTRACTOR and CONTRACTOR Parties have been arrested or convicted of a serious or violent felony, as defined by the California Penal Code.

CONTRACTOR further agrees and acknowledges that if at any time during the Term of this Agreement, CONTRACTOR learns or becomes aware of additional information which differs in any way from the representations set forth above, or CONTRACTOR or CONTRACTOR Parties add personnel, CONTRACTOR shall immediately notify SUPERINTENDENT and prohibit any new personnel from having any contact with SUPERINTENDENT students until the fingerprinting and background check requirements have been satisfied, and SUPERINTENDENT determines whether any contact is permissible.

14. Tuberculosis Certification. CONTRACTOR and the CONTRACTOR Parties shall at all times comply with the tuberculosis ("TB") certification requirements of Education Code section 49406. Accordingly, by checking the applicable boxes below, CONTRACTOR hereby represents and warrants to SUPERINTENDENT the following:

- ☒ A. CONTRACTOR and CONTRACTOR Parties shall **have no contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.
- ☐ B. CONTRACTOR and CONTRACTOR Parties shall **only have limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students at all times during the Term of this Agreement.
- ☐ C. The following CONTRACTOR and CONTRACTOR Parties shall have **more than limited contact** (as determined by SUPERINTENDENT), with SUPERINTENDENT students during the Term of this Agreement and, at no cost to SUPERINTENDENT, have received a TB test in full compliance with the requirements of Education Code section 49406. [Attach and sign additional pages, as needed.]

CONTRACTOR shall maintain on file the certificates showing that the CONTRACTOR and CONTRACTOR Parties were examined and found free from active TB. These forms shall be regularly maintained and updated by CONTRACTOR, and shall be available to SUPERINTENDENT upon request or audit.

CONTRACTOR further agrees and acknowledges that all new personnel hired after the Effective Date of this Agreement by CONTRACTOR and CONTRACTOR Parties, are subject to the TB certification requirements and shall be prohibited from having any contact with SUPERINTENDENT students until the TB certification requirements have been satisfied and SUPERINTENDENT determines whether any contact is permissible.

15. Confidential Information. CONTRACTOR shall maintain the confidentiality of, and protection from unauthorized disclosure, any and all individual student information received from the SUPERINTENDENT, including but not limited to student names and other identifying information. CONTRACTOR shall not use such student information for any purpose other than carrying out the obligations under this Agreement. Upon termination of this Agreement, CONTRACTOR shall turn over to SUPERINTENDENT all educational records related to the services provided to any SUPERINTENDENT student pursuant to this Agreement.

16. Assignment/Successors and Assigns. SUPERINTENDENT is relying on the skill, training, and experience of CONTRACTOR and its employees, and as such CONTRACTOR shall not assign or transfer, by operation of law or otherwise, any or all of its rights, burdens, duties or obligations under this Agreement without the prior written consent of SUPERINTENDENT. Subject to the foregoing, this Agreement shall be binding on the heirs, executors, administrators, successors, and assigns of CONTRACTOR.

17. **Severability.** If any provision of this Agreement shall be held invalid or unenforceable by a court of competent jurisdiction, or the parties agree that any such provision is in conflict with any applicable code or regulation governing the subject, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

18. **Amendments.** The terms of this Agreement shall not be waived, altered, modified, supplemented or amended in any manner whatsoever, except by written agreement signed by both parties.

19. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California, excluding its choice of law rules. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Tulare, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by the SUPERINTENDENT.

20. **Written Notice.** Except as otherwise required by law, including, but not limited to, the claim presentation provisions contained in California Government Code § 900, et seq., written notice under this Agreement shall be deemed to have been duly served if delivered in person to CONTRACTOR at the address located next to the party signatures below, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who sends the notice.

21. **Compliance with Law.** Each and every provision of law and clause required by law to be inserted into this Agreement shall be deemed to be inserted herein and this Agreement shall be read and enforced as though it were included therein. CONTRACTOR shall comply with all applicable federal, state, and local laws, rules, regulations and ordinances, including but not limited to, fingerprinting under Education Code section 45125.1, confidentiality of records, Education Code section 49406 and others. CONTRACTOR agrees that it shall comply with all legal requirements for the performance of duties under this Agreement, and that failure to do so shall constitute material breach.

22. **Non-Discrimination.** CONTRACTOR shall not discriminate in employment, or in the provision of services under this Agreement, on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation, and as prescribed in California Government Code § 12900, et seq., and California Labor Code § 1735, including, but not limited to, race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, genetic information, gender, gender identity, gender expression, sexual orientation, or military and veteran status.

23. **Liability of SUPERINTENDENT.** Notwithstanding anything stated herein to the contrary, SUPERINTENDENT shall not be liable for any special, consequential, indirect, or incidental damages, including, but not limited to, any lost, past, and/or anticipated profits or other economic loss that may be claimed by CONTRACTOR in connection with this Agreement.

24. **Time.** Time is of the essence to this Agreement.

25. **Waiver.** No delay or omission by SUPERINTENDENT in exercising any right under this Agreement shall operate as a waiver of that or any other right, and no single or partial exercise of any right shall preclude the SUPERINTENDENT from any or further exercise of any right or remedy. Furthermore, the failure of SUPERINTENDENT to insist on strict compliance with any provision of this Agreement will not

be considered a waiver of any right to do so.

26. Records and Audit. CONTRACTOR shall maintain complete and accurate records with respect to the services rendered and the costs incurred under this Agreement, including records with respect to any payments to employees and subcontractors. All such records shall be prepared in accordance with generally accepted accounting procedures. Upon request, CONTRACTOR shall make such records available to SUPERINTENDENT for the purpose of auditing and copying such records for a period of five years from the date of final payment under this Agreement.

27. Entire Agreement. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein, and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

28. Ambiguity. The parties to this Agreement, and each of them, hereby represent that the language contained herein is to be construed as jointly proposed and jointly accepted, and in the event of any subsequent determination of ambiguity, all parties shall be treated as equally responsible for such ambiguity.

29. Execution of Other Documents. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of this Agreement.

30. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, facsimile, or an original, with all signatures appended together, shall be deemed a fully executed agreement.

31. Warranty of Authority. The persons who have signed this Agreement warrant that they are legally authorized to do so on behalf of the respective parties, and by their signatures to bind the respective parties to this Agreement.

SUPERINTENDENT:

Tulare County Superintendent of Schools

DocuSigned by:
By: Chris Meyer 8/30/2022
Name: Chris Meyer
Title: Director, Human Resources

Address for SUPERINTENDENT Notices:

6200 S. Mooney Blvd., P.O. Box 5091
Visalia, Ca 93278-5091
Phone No.: (559) 733-6306
Fax No.: (559) 627-4670

CONTRACTOR:

Hatching Results, LLC
DocuSigned by:
By: TRISH HATCH 8/30/2022
Name: TRISH HATCH
Title: President and CEO

Address for CONTRACTOR Notices:

2907 Shekter Island Dr # 150-287
San Diego Ca 92106
Phone No.: (707) 497-4395
Email: admin@hatchingresults.com

Tulare County Office of Education

Tim A. Hire, County Superintendent of Schools

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

INDEPENDENT CONTRACTOR PROVISIONS

(To be completed and signed by an individual or agent of entity.)

Please provide the following information and sign the statement at the bottom of the page.

Name of Independent Contractor or Entity:

Hatching Results, LLC

Tax Identification Number: [REDACTED]

Address: 2907 Shelter Island Dr #150-287

City: San Diego

State: CA

Zip: 92106

Phone: (707) 497-4395

E-mail: admin@hatchingresults.com

Type of Organization (check one):

☐ Individual

☒ Sole Proprietor

☐ Corporation

☐ Partnership

☐ Limited Liability Company

☐ Other

.....
I, Hatching Results, LLC, agree to provide services as an independent contractor for Tulare County Office of Education. I declare that, pursuant to applicable IRS and state tax codes, I am an independent contractor and not an employee of Tulare County Office of Education. I will be responsible for my own income tax reporting and workers' compensation.

Danielle Duarte

Signature of Individual or Agent of Entity

Jun 21 2022

Date

Tulare County Office of Education

Committed to Students, Support & Service

Attachment I

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

CONTRACTOR'S CERTIFICATE REGARDING FINGERPRINTING REQUIREMENTS Michelle Montoya School Safety Act (Education Code Section 45125.1)

State of California)
County of Tulare) ss

1. I acknowledge that pursuant to Education Code § 45125.1(g), I shall not permit any employee to come in contact with pupils of the school district until the Department of Justice has ascertained that the employee has not been convicted of a felony as defined in Education Code § 45122.1.
2. I have submitted fingerprints of all of my employees who may come in contact with pupils of the school district, as required by Education Code § 45125.1(a) and (d), to the Department of Justice to ascertain whether any of my employees has a pending criminal proceeding for a felony as defined in Education Code § 45122.1 or has been convicted of a felony as defined in Education Code § 45122.1.
3. I have received, as of the time of my signature on this document, a telephone or written response from the Department of Justice.
4. I hereby certify that none of my employees who may come in contact with pupils has a pending criminal proceeding for a felony as defined in Education Code § 45122.1, nor has ever been convicted of a felony as defined in Section 45122.1.
5. The names of each employee who may come in contact with pupils are listed on the attached sheet.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TRISH HATCH

Name of the Contractor

DocuSigned by:
By: TRISH HATCH 8/30/2022
Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Tulare County Office of Education

Committed to Students, Support & Service

Attachment I Continued
List of Names of Employees
Who have been fingerprinted

Tim A. Hire
*County
Superintendent
of Schools*

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

CONTRACTOR'S CERTIFICATE REGARDING FINGERPRINTING REQUIREMENTS Michelle Montoya School Safety Act (Education Code Section 45125.1)

State of California)
) ss
County of Tulare)

List of names of employees who have been fingerprinted and cleared by the Department of Justice.

1. N/A
2. N/A
3. N/A
4. N/A
5. N/A
6. N/A
7. N/A
8. N/A
9. N/A
10. N/A
11. N/A
12. N/A

*Type N/A on
additional or
all lines if
not
applicable

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TRISH HATCH

Name of the Contractor

By: JRS4 40304
Signature of CONTRACTOR
DocuSigned by:
8/30/2022
CDB423954923417...

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

Tulare County Office of Education

Committed to Students, Support & Service

Attachment II

Tim A. Hire
County
Superintendent
of Schools

P.O. Box 5091
Visalia, California
93278-5091

(559) 733-6300
tcoe.org

Administration
(559) 733-6301
fax (559) 627-5219

Business Services
(559) 733-6474
fax (559) 737-4378

Human Resources
(559) 733-6306
fax (559) 627-4670

Instructional Services
(559) 302-3633
fax (559) 739-0310

Special Services
(559) 730-2910
fax (559) 730-2511

Main Locations

**Administration
Building & Conference
Center**
6200 S. Mooney Blvd.
Visalia

Doe Avenue Complex
7000 Doe Ave.
Visalia

**Liberty Center/
Planetarium &
Science Center**
11535 Ave. 264
Visalia

CONTRACTOR'S CERTIFICATE
(LIMITED OR NO STUDENT CONTACT)
REGARDING FINGERPRINTING REQUIREMENTS
Michelle Montoya School Safety Act (Education Code Section 45125.1)

State of California)
County of Tulare) ss

Hatching Results

Proper Name of Contractor: _____

Supervisor/Foreman Name: Trish Hatch

Start Date: September 2022

Completion Date: N/A

Location of Work: N/A

Hours of Work: N/A

Number of Employees on the Job: N/A

Location of All Employees: N/A

School Employees Present at Work Location: N/A

Pupils Present at Work Location: N/A

I acknowledge that pursuant to Education Code § 45125.1 the services provided by me are either of a limited nature of student contact or involve no contact with pupils. As such my employees do not need to have background checks per Education Code 45125.1.

SITUATIONS:

- Contractor (including employees) will have no contact with pupils.
- Contractor (including employees) will have limited contact with students.
One or more of the following conditions must be met to meet the definition of limited contact:
 - Delivery of goods or service is made directly to non-classroom location on campus.
 - Delivery of goods or service is made before or after school hours.
 - Delivery of goods or service is made when school is not in session, i.e. weekend, holiday, vacation break.
 - Delivery of goods or services is made only one to three times in a year and is not made on a yearly service contract.

If situation number 2 applies, list in detail the steps that are to be taken to protect the safety of pupils who may come in contact with the contractor's employees.

Safety Steps (explain in detail): N/A

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Yes

Proper Name of the Contractor

Patricia Hatch

Tax Identification Number

By:

DocuSigned by:

JRIS4 HA JC4

8/30/2022

Signature of CONTRACTOR

(In accordance with Section 45125.1 of the California Education Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

01/2019

CONTRACTOR'S TUBERCULOSIS REQUIREMENTS CERTIFICATE

(Education Code, § 49406)

Any party contracting with Tulare County Superintendent of Schools must comply with the tuberculosis certification requirements of Education Code section 49406.

Please check off the applicable statement(s) below:

☒ 1. Contractor (including employees) will have only limited or no contact with students at all times during the term of the services provided, and in accordance with an executed agreement.

☐ 2. Contractor (including employees) will have more than limited contact with students.
☐ Attached is proof of completion of the required tuberculosis risk assessment, and examination (if deemed necessary by a physician/surgeon as required by law), for each individual listed below as required under, and in full compliance with, Education Code section 49406.

*Attach here

List of individual(s)/employee(s) who will have more than limited contact with students:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

(List additional names on an attached sheet of paper, if needed.)

I hereby certify that myself and the contractor employees will satisfy all tuberculosis testing requirements before having any contact with students.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

TRISH HATCH

Print Name of Independent Contractor

8/30/2022

Date

DocuSigned by:

TRISH HATCH
 Signature of Independent Contractor